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Anne Arundel County
7 Church Circle
Annapolis, MD 21401

410-222-1434 Licensing
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LR - Covenant Recording Fee 20.00 20.00

Declarant Name: elks landing

LR - Covenant Surcharge 40.00 40.00

LR - Additional Recording Fee 55.00 55.00

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SubTotal: 115.00
Total: 115.00

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CK-BOA02-DEP 115.00
Other : boyd & dowgiallo
Number : 29244

10/16/2012 02:41- CC02-JD
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LR - Covenant Recording Fee 20.00
 Declarant Name: elks landing
 LR - Covenant Surcharge 40.00
 LR - Additional Recording Fee 55.00

Subtotal: 115.00

Total: 115.00
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 10/16/2012 02:42 CC02-JD
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DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

ELK'S LANDING

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Table of contents

ARTICLE I — DEFINITIONS

Section 1. Association 6

Section 2. Board 6

Section 3. Open Space 6

Section 4. Declarant or Developer 7

Section 5. Dwelling 7

Section 6. Lot 7

Section 7. Member 7

Section 8. Mortgagee 7

Section 9. Owner 8

Section 10. Property 8

ARTICLE II — PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment 8

Section 2. Declaration of Use 8

Section 3. Rental of Lots 9

Section 4. Encroachments 10

Section 5. Utility Lines 10

ARTICLE III — MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership 11

Section 2. Classes of Voting Membership 12

ARTICLE IV — ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Property Subject to Declaration 12

Section 2. Annexation 13

ARTICLE V — COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments 14

Section 2. Purpose of Assessments 14

Section 3. Maximum Annual Assessment 15

Section 4. Class B Membership Assessments 16

Section 5. Special Assessments 16

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 5 16

Section 7. Uniform Rate of Assessment 17

Section 8.	Date of Commencement of Annual Assessments: Due Dates	17
Section 9.	Effect of a Non-payment of Assessments: Remedies of the Association	18
Section 10.	Notice of Lien	18
Section 11.	Foreclosure	19
Section 12.	Curing of Default	19
Section 13.	Cumulative Remedies	19
Section 14.	Subordination of the Lien to Mortgages	20
Section 15.	Notice to Mortgages	20
Section 16.	Working Capital Contribution	20
ARTICLE VI – ARCHITECTURAL STANDARDS		
Section 1.	Creation	21
Section 2.	Approval	22
ARTICLE VII - MAINTENANCE		
Section 1.	Open Space	24
Section 2.	Individual Lots	24
ARTICLE VIII — POWERS AND DUTIES OF THE ASSOCIATION		
Section 1.	General Powers and Duties	25
Section 2.	Maintenance of Records	27
ARTICLE IX — PROHIBITED USES AND NUISANCES		
Section 1.	Itemization	27
Section 2.	Right of the Association to remove or Correct a Violation of this article	32
Section 3.	Class B Member's Exemption	32
ARTICLE X — EASEMENTS		
Section 1.	Property Subject to Easements	33
Section 2.	Easements	33

ARTICLE XI —GENERAL PROVISIONS

Section 1, Enforcement	35
Section 2. Rule-Making Authority	35
Section 3. Severability	36
Section 4. Amendment	36
Section 5. FHA/VA Approval	36

ELK'S LANDING HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(herein "Declaration"), made this ____ day of _____, 2012, by **SNYDER DEVELOPMENT CORPORATION**, a Maryland body corporate, herein referred to as "Snyder," and **ELK'S LANDING, LLC**, a Maryland limited liability company, herein referred to as "Declarant".

RECITALS

Whereas, Snyder is the Owner and Declarant is the contract purchaser of certain real property located in Anne Arundel County, Maryland, more particularly described in "Exhibit A" hereof and on the Plats entitled "Elk's Landing" (the "Plats") to be recorded among the Land Records of Anne Arundel County.

Whereas, the Declarant desires to provide for the preservation of values and amenities in the community being developed on the aforesaid tract and for maintenance of Open Space; and to this end desires to subject the property, as hereinafter defined, and as described in the aforesaid Plats, to the covenants, conditions, easements, charges, liens and restrictions, hereinafter set forth, each and all of which is are for the benefit of said property and the subsequent owners thereof; and

Whereas, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in the said community to create an association to which are delegated and assigned the powers and duties of maintaining and administering the

Open Space, administering and enforcing the within covenants and restrictions and collecting and disbursing the charges and assessments hereinafter created; and

Whereas, the Declarant has formed (or intends to form) Elk's Landing Homeowners Association, Inc., a homeowners association as that term is defined in Title 11B of the Real Property Article, Annotated Code Of Maryland, for the purposes of carrying out the powers and duties aforesaid.

Now, Therefore, the Owner and Declarant hereby declare that the property described in "Exhibit A" aforesaid is and shall be held, conveyed, hypothecated or encumbered, sold, leased, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "Covenants" or "restrictions") hereinafter set forth:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to ELK'S LANDING HOMEOWNERS ASSOCIATION, INC., a Maryland non-profit, non-stock corporation, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Open Space" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners.

The Open Space which may hereafter be owned by the Association is shown on the plat of "Elk's Landing".

Section 4. "Declarant" or "Developer" shall mean and refer to Elk's Landing, LLC, its successors and assigns and any other legal entity which, in conjunction with or in lieu of Elk's Landing, LLC, develops Dwellings on the Property, if such successor, assign or legal entity should acquire one or more undeveloped Lots from the Declarant for the purpose of development and/or construction of a Dwelling thereon.

Section 5. "Dwelling" shall mean and refer to any residential structure constructed on any portions of the Property.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, with the exception of the Open Space and publicly dedicated right-of-way.

Section 7. "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association.

Section 8. "Mortgagee" shall mean and refer to the holder of any mortgage or trustee or beneficiary of any deed of trust on any Lot provided such holder is an institutional lender and/or a licensed mortgage banker.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract sellers, but excluding those having such interest as security for the performance of an obligation.

Section 10. "Property" or "Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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 Open Space 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 assess annual fees for the maintenance and improvement of the Open Space;
- (b) the right of the Association to suspend the voting rights and right of use of the Open Space by an Owner for any period during which assessment against his Lot remains unpaid; and for any period during which an Owner has violated and continues to violate the published rules and regulations of the Association;

- (c) the right of the association to dedicate or transfer all or any part of the Open Space to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members;
- (d) the right of Declarant and/or the Association to grant and reserve easements and rights of way through, under, over and across the Open Space, for installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, communications systems (including cable television), and other utilities;
- (e) the right of the Association, by and through its Board, to limit the number and charge reasonable fees for guests of Members utilizing Open Space;
- (f) the right of the Association, by and through its Board, to establish uniform rules pertaining to the use of the Open Space, Lots and any improvements that may be located thereon and the further right of the Association, by and through its Board, to impose sanctions (including, but not limited to fines) for the violation of such rules;
- (g) The right of the Association, by and through its Board, to regulate the use, maintenance, repair and replacement of Open Space, Lots and amenities located thereon; and

Section 2. Declaration of Use. Any Owner may delegate his right of enjoyment to the Open Space to any person or persons residing on his Lot, including the members of his family, his lessees, or contract purchasers, subject to such rules which the

Board may from time to time adopt; provide, however, that such delegation shall be not abrogate the duty of the Owner to pay assessments as provided in Article V hereof.

Section 3. Rental of Lots. The Owner of any Lot may lease his respective property subject to the following terms and conditions:

- (a) Any lease between an Owner and a lessee must be in writing and shall not be for a term of less than six (6) months;
- (b) The lease shall state that it is subject in all respects to, and that the lessee shall comply with all of the provisions of the Declaration, Articles of Incorporation, By-Laws and the Rules of the Association, and that failure of the lessee to comply with any of the terms of the aforementioned documents shall be a default under the lease;
- (c) The lease shall in no way relieve the Owner of any duty or obligation imposed by this Declaration.

Section 4. Encroachments. In the event that any portion of any Dwelling encroaches upon the Open Space and facilities as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the aforesaid Dwelling, a valid easement for such encroachment and for the maintenance of same shall exist so long as such encroachment exists.

Section 5. Utility Lines. Each Owner shall be solely responsible for the care and maintenance of sanitary sewer, water, gas, electric, telephone, storm sewer,

cable television or other utility conduits or lines that exclusively service each such Owner's dwelling. In the event such conduits or lines are in need of repair and/or replacement and any portions thereof are located in, under and/or through an abutting Lot or property of any abutting Lot Owner, the Owner so repairing and/or replacing such lines shall have the right to enter upon and is hereby granted an easement to enter in and onto the front then (10) feet of the Lot of an abutting Owner to perform the repair and/or replacement. The Owner so entering shall perform such construction and/or work as promptly as possible and shall take due precautions and care not to damage the Lot and/or property of the abutting Owner and to the extent the abutting Lot and/or property is dug into, displaced and/or dismantled, the Lot and/or property shall, immediately upon the completion of the repair and/or replacement, be restored to the same condition it was prior to such work being commenced by the Lot Owner performing the construction and/or work.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessments 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.

Section 2. Classes of Voting Membership. The Association shall have two (2) classes of voting membership;

Class A. Class A Members shall be all Owners, with exception of the Declarant and/or all Class B Members(s) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Members shall include the Declarant and its grantees, successors and assigns who acquire more than one lot prior to completion of a Dwelling thereon. The Class B Member shall be entitled to three (3) votes for each Lot owned.

ARTICLE IV

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improve subject to this Declaration is located in Anne Arundel County , State of Maryland described in "Exhibit A", and is shown on the Plats.

No other real property shall be subject to this Declaration until the same is annexed pursuant to the provisions of Section 2 below, it being understood that the Declarant, its successors and assigns, shall have the right to freely develop any real property owned by it and not annexed pursuant to the provisions of Section 2 in any fashion and for any use not prohibited by law or governmental regulation and shall have no obligation to develop any real property not so annexed, in accordance with any other scheme of development or plan.

Section 2. Annexation. Additional property outside the boundaries of the land described on Exhibit A may be annexed to Elk's Landing by Declarant and made subject to this Declaration. Any annexation(s) made pursuant to this Article, or otherwise, shall be made by recording an Amendment to this Declaration of Covenants, Conditions and Restrictions among the Land Records of Anne Arundel County, Maryland, which Amendment shall extend the scheme of the within Covenants, Conditions and Restrictions to such annexed property. Such Amendments may contain such supplementary additions and modifications to the Covenants, Conditions and Restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Owners of a Lot by acceptance of a deed therefore, 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 any purpose; such assessments to established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, costs of collection, and reasonable attorneys' fees, shall be a charge on the land and shall be a lien upon the Lot against which each such assessment is made, all in accordance with Section 14-201 et seq. of the Real Property Article of the Annotated Code of Maryland. Each such assessment, together with interest, late charges, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the person 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 successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association

shall be used for the following purpose:

- (a) to pay insurance, taxes and other governmental charges and assessments on the Open Space, if any;
- (b) to promote the health, recreation, and welfare of the residents in the Lots;

- (c) to pay all administrative, managerial, legal, insurance and any other costs or expenses incurred by the Association in the operation of the Association;
- (d) for the use, improvement, maintenance, repair, and replacement of the Open Space;
- (e) to provide an adequate reserve for maintenance, repair and replacement of the Open Space and any improvements situate thereon;
- (f) to pay for the maintenance, repair and replacement of any signage belonging to the Association located upon any of the Lots or Open Space upon the Property;

Section 3. Maximum Annual Assessments. Until January of the year

immediately following the conveyance of the first Lot to an Owner the maximum permitted annual assessment shall be Two Hundred Forty Dollars (\$240.00) per Lot per year, which shall be payable monthly, quarterly, semi-annually or annually, as determined by the Board.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased each year not more than ten percent (10%) above the actual annual assessment amount for the previous year, such increase to be determined by the Board, 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 permitted annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy,

at a meeting duly called for this purpose.

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

Section 4. Class B Membership Assessment. The Class B Member(s) shall not be

required to pay the annual assessment on the Lots it owns within the Property.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy special assessments 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 Open Space, including fixtures and personal property, or for any other purpose, provided that any such assessment shall have the assent of two-third (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action under Article V, Section 3 or 5 shall be sent to all Members not less than thirty (30) days not 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 at any meeting, another meeting may be called subject to the same notice requirements set forth above, and the required quorum at any subsequent meeting shall be reduced to 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 7. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots, except as noted in Section 4 of this Article, and may be collected on a monthly basis, quarterly, semi-annually, or annually, as determined by the Board.

Section 8. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence thirty (30) days following the sale and settlement of the first Lot on each parcel of ground so annexed. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board 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. 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 specific 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.

Section 9. Effect of a Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and late charges not exceeding Fifteen Dollars (\$15.00) or one-tenth (1/10th) of the total amount of the delinquent assessment or installment, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days. The Owner shall also be responsible for payment of all costs of collection and reasonable attorney's fees incurred by the Association as a result of non-payment of the assessment amount. Subject to the provisions of Section 14 of this Article, the Association may bring an action at law against the Owner personally obligated to pay the same, or, establish and foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by no-use of the Open Space or abandonment of his lot.

Section 10. Notice of Lien. No action shall be brought to establish or foreclose an assessment lien or to proceed under the power of sale herein except in strict accordance with the Maryland Contract Lien Act.

Section 11. Foreclosure. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant, agree and authorize the Association to foreclose on any recorded lien in accordance with the procedures prescribed in the rules pertaining to foreclosures of mortgages in the Maryland Rules of Procedure, as if the Association were the mortgagee and the Owner were the mortgagor.

Section 12. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, and appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Two Hundred Fifty Dollars (\$250.00), to cover the cost of preparing and filing or recording such release.

Section 13. Cumulative Remedies. The assessment lien and the right to foreclosure sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors and assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 14. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional Mortgagee. Sale or transfer of any Lot pursuant to mortgage foreclosure or any transfer in lieu of foreclosure shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No such sale or transfer shall relieve the resulting Lot Owner from liability for any assessments thereafter becoming due.

Section 15. Notice to Mortgagees. Upon request, the Association shall notify the Mortgagee of any first mortgage or any first deeds of trust on any Lot for which the assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days. Such notification shall be in writing.

Section 16. Working Capital Contribution. The Declarant may establish a working capital contribution to fund the initial operation of the Association. Such working capital fund may be funded by a onetime assessment equal to two (2) times the monthly assessment for a Lot any may be payable, if established by the Declarant, upon the earlier of settlement or occupancy of a Dwelling located on any Lot.

ARTICLE VI.

ARCHITECTURAL STANDARDS

Section 1. Creation.

(a) There shall be an architectural committee (referred to as the "Architectural Standards Committee" or "Committee") for the Lots. The Committee shall have a minimum of three (3) members, each of whom shall (notwithstanding the expiration of the period referred to in the provisions of subsection (b) of this Section 1) serve as such until the earlier to occur of:

- (1) his resignation from the Committee, or
- (2) his replacement pursuant to the following provisions of this

Section by the Declarant or the Board.

(b) The Declarant shall have the exclusive right from time to time to designate and replace the members of the Committee, who will serve at the pleasure of the Declarant, until the last Lot is sold by Declarant.

(c) Thereafter, the Board shall have the exclusive right to designate and replace the members of the Architectural Committee who will serve at the pleasure of the Board.

(d) The Committee shall have the authority to promulgate architectural standards which it deems necessary to govern its internal operation and the approval process referred to in Article VI, Subsection 2 of this Declaration. The

Committee shall also have the right, from time to time, to adopt architectural standards governing the nature, installation, and appearance of Improvements installed or located upon the Lots.

Section 2. Approval.

(a) Subject to the operation and effect of the provisions of Article VII, and except for any Improvements by the Class B Member(s), no building, fence, wall, sign, fuel tanks, deck, patio, shed, pool, hot tub or clothes dryer or other structure of any kind whatsoever (each of which is herein referred to as an "Improvement") shall be constructed, reconstructed, placed, maintained or modified (Other than, (1) exterior repainting in the same color as the existing color, upon prior written approval of the Board and (2) interior painting or other modifications not visible from or affecting the exterior of the Dwelling), and no landscaping on a Lot shall be altered, unless such action and such Improvement had been approved expressly and in writing by the Architectural Standards Committee, which shall have the absolute right to refuse to grant such approval for any aesthetic or other reasonable cause, and to withhold such approval until plans and specification, showing in reasonable detail the nature, kind shape, height, materials, location and approximate cost of such Improvement, have been submitted to and approved by the Committee expressly and in writing. In considering whether to grant any such approval, the Committee may consider the suitability of such proposed Improvement with relation to such Lot and the other Lots, and my base such consideration upon such, if any, information

concerning the nature, kind, shape, heights, materials, location and approximate cost of such Improvements as is furnished to the Committee, as aforesaid, all to the end that such Improvements shall be in harmony with, and have no adverse affects upon, its immediate surroundings and the other Lots.

(b) If any Owner submits to the Committee a written application for approval of any Improvement as aforesaid, and if the Committee has not disapproved, in writing, said application within sixty (60) days of receipt hereof, such approval shall thereupon be deemed to have been given.

(c) The affirmative vote of a majority of the members of the Committee shall be required for it to take any action; provided, that such majority may designate one member to act for it.

(d) The above provisions to the contrary notwithstanding, the provisions set forth in Article VI shall not apply to any Structures commenced, erected or maintained by a Class B Member on any Lot or within the Property until after completion thereof by the Class B Member and conveyance to a Class A Member.

(e) The Owner of any Lot, by acceptance of a deed therefore, covenants, acknowledges, and agrees that the Lot shall be subject to any and all architectural regulations and/or restrictions adopted by the Committee.

ARTICLE VII.

MAINTENANCE

Section 1. Open Space. Except as set forth below the Association shall be responsible for the care and maintenance of the Open Space, including the care, upkeep, and/or pruning of all plantings and landscaping features located in the Open Space and/or parking bays and areas as shown on the Plats which are not located within or upon any Lot or Lots, and the maintenance, repair and replacement of any and all storm water management facilities located upon the Open Space. Retaining walls, if any, located upon the Open Space shall be the responsibility of the Association to maintain, repair and replace, and retaining walls located upon the Lots shall be maintained, repaired and replaced by the Owner upon whose Lot it is located.

Section 2. Individual Lots.

- (a) The Owner of each Lot shall otherwise be responsible for the care, maintenance, repair and replacement of his Lot, Dwelling and all improvements situated thereon, therein and thereunder including, but not limited to, driveways, grass, ground cover, plantings, trees and/or other landscaping features located on or adjacent to the Lot. The Owner of each Lot shall also be responsible for snow removal from all sidewalks located on, in front of or adjacent to the Lot.
- (b) In the event that any Owner shall fail to maintain any Lot or the premises and the improvements situate thereon in a manner satisfactory

to the Board, the Association after approval by a majority vote of the Board, shall have the right, through its agents, contractors and employees to enter upon said Lot and to repair, maintain and/or restore the Lot, the premises and any improvements erected thereon. Such right of entry, repair, maintenance and restoration shall be exercisable only upon fifteen (15) days written notice given to the Owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The cost of any such repairs, maintenance and/or restoration shall be added to and become part of the lien for assessment to which such Lot and Owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article V, Section 10, hereof.

ARTICLE VIII

POWERS AND DUTIES OF THE ASSOCIATION

Section 1. General Powers and Duties. In addition to the powers and duties enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain, improve, construct, reconstruct (in the event of deterioration or destruction) and manage all of the Open Space and all facilities, improvements and landscaping thereon, and all property acquired by the Association, and to pay all the cost thereof;

- (b) Pay all real and/or personal property taxes and other charges assessed against the Open Space;
- (c) Have the authority to obtain, for the benefit of the Open Space, all, water, gas and electric service and refuse collection;
- (d) Grant easements where necessary for utilities and sewer facilities over the Open Space to serve the Open Space;
- (e) Maintain such policy or policies of insurance on the Open Space as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its members;
- (f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed shall not exceed one (1) year in term unless approved to a majority of the members of the Association, with the exception of an insurance contract that may be for a period not to exceed three (3) years;
- (g) Enforce applicable provisions of this Declaration and the By-Laws of the Association and establish and enforce uniform rules pertaining to the use of the Open Space and Lots;
- (h) Have the authority to contract for fire, casualty, liability and other insurance on behalf of the Association; and

(i) Shall be responsible for the maintenance, repair and/or replacement of the storm water management facilities serving the Lots, located upon the Open Space.

Section 2. Maintenance of Records. The Association shall maintain adequate books and records and any Member, Owner and Mortgagee shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice.

ARTICLE IX

PROHIBITED USES AND NUISANCES

Section 1. Itemization. Except for the activities of the Declarant during original development, construction and marketing period:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot situate upon the Properties, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners;

(b) 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 situated upon the Properties, except that this shall not prohibit the keeping of not more than a total of three (3) dogs, cats or other domestic pets or combination thereof, provided they are not kept, or bred or maintained for commercial purposes;

- (c) No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on the properties;
- (d) Except as herein elsewhere provided, no junk vehicle, advertisements or the like pertaining to any commercial entity and/or enterprise), trailer, truck (except pickup truck), house trailer, recreational vehicle, boat, vehicle which does not display current registration, or the like shall be kept upon the Properties except as determined by the Board (Except for bona fide emergencies), nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Board, provide and maintain a suitable areas designated for the parking of such vehicles and such other activities with respect to such vehicles as the Board may determine.
- (e) Trash and garbage containers shall be kept in a clean and sanitary condition and shall not be permitted to remain in public view except on days of trash collection. Such containers shall be kept in the rear of any Lot, or in and area designated by the Board.
- (f) No structurally sound or healthy trees shall be removed from any Lot without written approval of the Association acting through its Board or duly appointed committee. In addition, the Owner of any Lot shall comply with any and all afforestation, conservation, non-disturbance, or other covenants imposed upon the Lots and/or Open Space by Anne

Arundel County and/or this Association, as may be shown upon any recorded plat of the Property or described in any recorded covenant, easement, or declaration recorded among the Land Records of Anne

Arundel County;

(g) No structure of a temporary character, trailer, tent, shed, shack, barn or other outbuilding shall be used on any Lot at any time unless approved by the Architectural Standards Committee. Temporary playhouses or the like may be so maintained provided their primary purpose is the maintenance and/or promotion of juvenile recreation subject to application to and approval by the Architectural Standards Committee;

(h) No signs of any character shall be erected, posted or displayed upon, in or about and Lot; PROVIDED, HOWEVER, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot placed upon the market for sale or rent.

(i) No structure, planting or material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels;

(j) All Lots and Dwellings shall be used for private residential purposes exclusively, except for such non-residential uses as may be permitted by the Board, the applicable zoning ordinance and recorded covenants and easements. A Lot may be used for the operation of (1) a "Family Day Care Home" (as that term is defined under Title 5, Subtitle 5 of the Family Law Article, Annotated

Code of Maryland) (the "Home" or "Homes") and/or (2) "no-Impact Home Based Business" as that term is defined under Title XI-111.1 of the Real Property Article Annotated Code of Maryland. Establishment and operation of the Family Day Care Home and/or No-Impact Home Based Business shall be subject to the following requirements and/or limitations:

- (1) The Owner of Day Care Provider operating the Home from the Lot shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in Title 5, Subtitle 5 of the Family Law Article. The Owner shall provide a copy of the license to the Board prior to establishing and operating the Home.
- (2) The Owner or Day Care Provider shall obtain the liability insurance described in Article 48D, Section 481D of the Annotated Code of Maryland, in at least the minimum amount described in that Section. The Owner or Day Care Provider may not operate the Home without the Liability insurance described herein, and shall present proof of insurance to the Board of Directors before establishing and operating the Home. The Association may not require the Owner or Day Care Provider to obtain insurance in an amount greater than the minimum amounts set forth in the Code Section set forth above.
- (3) The Owner or Day care Provide shall pay, on a pro-rata basis with other Homes then in operation, any increase in the Association's insurance

cost attributable solely to the establishment and operation of the Home, upon presentation of a statement from the Board setting forth the increased cost shall be considered an assessment against the Lot, and may be collected in the same manner as collection of annual and special assessments, as set forth in Article V of the Declaration.

(4) The Owner or Day Care Provider or No-Impact Home Based Business shall be responsible for payment of a fee determined by the Board of Directors, for the Home's entitlement to use of the Open Space of the Association. Upon presentation of a statement for the annual fee and demand for payment, the Owner or Day Care Provider shall promptly remit payment to the Board. The fee shall be considered an assessment against the Lot, and may be collected in the same manner as collection of annual and special assessments, as set forth in Article V of the Declaration.

(5) Unless otherwise permitted by the Board, owners and/or operators of No-Impact Home-Based Businesses shall be prohibited from using any Open Space, except for roadways, sidewalks, and/or pathways necessary for ingress and egress into the Dwelling in which the business is operated.

(6) There shall be no violation of any rules for the use of the Open Space and Lots which may from time to time be adopted by the Board and

the Board is hereby authorized to adopt such rules and to impose sanctions, including fines, for violation thereof.

Section 2. Right of the Association to Remove or Correct a Violation of this Article. The Association may, in the interest of the general welfare of all the Owners and the Properties, and after reasonable notice to the Owner, enter upon any Lot at reasonable hours on any day for the purpose of removing or correcting any violation or breach of any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, PROVIDED, HOWEVER, that no such action shall be taken without a resolution of the Board or by the Architectural Standards Committee.

Section 3. Class B Member's Exemption.

(a) The provisions of this Article shall not be applicable to any Class B Member, nor shall the provisions of this Article apply to any Structures commenced, erected or maintained by a Class B Member on any Lot or within the Property until after completion thereof by the Class B Member and conveyance to a Class A Member.

(b) Any Class B Member may construct, maintain and operate real estate sales and construction offices, model homes, displays, signs, and special lighting on any part of the Open Space or on any Lot which has not yet been conveyed to a class A Member, and on or in any building or Structure now or hereafter

erected thereon.

(c) Any Lot may be used by a Class B Member for model home purposes or for the maintenance of a real estate office. A Class B Member shall be entitled to conduct on any Lot all activities normally associated with and convenient to the development of the Property and the construction and sale of the Dwellings thereon.

ARTICLE X

EASEMENTS

Section 1. Property Subject to Easements. The Easements created pursuant to this Article shall inure to the benefit of all Owners within the Association, pursuant to Article II hereof.

Section 2. Easements. In addition to the easements reserved on the Plats herein described which are for the benefit of the Declarant, its successors and assigns and any applicable Mortgagees:

- (a) Declarant for itself, its successors and assigns, hereby declares that every Owner shall have a perpetual easement in, upon, through and over the land shown on the Plats herein described, for ingress and egress to all Lots and
- (b) Open Space, and for use of all sidewalks, walkways, and roadways upon the Property;

- (c) Declarant reserves unto itself, its successors and assigns, an easement in, upon, through and over the land comprising the Open Space for the purpose of installation, maintenance, repair and replacement of all sewer, water, power, telephone and other communication systems, pipes, lines, mains, conduits, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Property;
- (d) Declarant reserves unto itself, its successors and assigns, the right to store building supplies, construction equipment, and other similar property on the Open Space;
- (e) Declarant, for itself, the Association, the Owners, and their respective successors and assigns, hereby acknowledges and declares that Anne Arundel County shall have a perpetual easement in, on, through and over the Property in order to perform any inspections, maintenance, afforestation, conservation measures and/or public works obligations set forth on any recorded subdivision plats of the Properties or established pursuant to any declaration, easement, public works agreement and/or covenant or agreement recorded among the Land Records of Anne Arundel County pertaining to the Property.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Enforcement. The Association, by and through its Board, 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. In the event the Association institutes legal action to compel enforcement, it shall be entitled to recover all court cost and reasonable attorneys fees incurred from the violating Owner. 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. Rule Making Authority. Set forth in the Declaration are various specific restrictions on the use to which any Owner or occupant may put his Lot and/or the Open Space. The Association, acting by vote of its Board, shall have the right to promulgate rules and regulations implementing and supplementing said restrictions and such rules shall have the same force and effect as if they were incorporated into the Declaration. Except where immediate implementation is necessary to prevent injury to the health, safety or welfare of persons or the prevent damage or waste to any portion of the Property, such rules and regulations shall be displayed for thirty (30) days after their promulgation prior to becoming effective.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall

remain in full force and effect.

Section 4. Amendment. The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein, or any one (1) or more of them, may be waived, abandoned and terminated, modified, altered or changed, in whole or in part, as to any lot or group of lots, with the written consent of the owners of a majority of the total number of lots in the entire tract, as may be increased from time to time. (The joinder of mortgagees or other holders of a security interest shall not be required.) No such waiver, abandonment, termination, modification, or alteration shall become effective until a proper instrument in writing shall be executed and recorded in the Office of the Clerk of Court, Anne Arundel County, Maryland. Provided, however, that this provision shall have no application so long as the Declarant shall be the owner of any lots, unless said Declarant shall evidence its consent to such waiver, abandonment, termination, modification or alteration, by joining in the execution of such instrument in writing. Otherwise, the provisions of this Declaration of Restrictions shall remain in perpetuity.

Section 3. FHA/VA Approval. Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, as from time to time amended or supplemented. This unilateral right, power and authority of the Declarant may be exercised only if either the Veterans Administration or the Federal

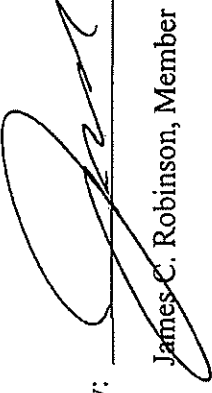
Housing Administration or any successor agencies thereto or any one or more other Federal, state or local government agencies shall require such action as a condition precedent to the approval by such agency, of the Properties or any part thereof or any Lots thereon, for Federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs.

IN WITNESS WHEREOF the undersigned, being Snyder and the Declarant herein, have caused these presents to be executed in their company names the day and year first above written.

ATTEST:

ELK'S LANDING, LLC

By: _____ (Seal)



James C. Robinson, Member

ATTEST:

SNYDER DEVELOPMENT CORPORATION

By: _____ (Seal)

Name: Charles Snyder

Title: President

STATE OF MARYLAND, Anne Arundel COUNTY

I HEREBY CERTIFY, that on this 11th day of October, 2012, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally

appeared James C. Robinson who acknowledged himself to be a Member of ELK'S LANDING, LLC, a Maryland limited liability company, and he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein set forth.

WITNESS my hand and Notarial Seal.

[Handwritten Signature]

Notary Public

My Commission Expires: 7-3-2015

Anne Arundel
STATE OF MARYLAND, ~~Maryland~~ COUNTY

I HEREBY CERTIFY, that on this 15th day of October, 2012, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles Snyder who acknowledged himself to be the President of Snyder Development Corporation, a Maryland body corporate, and he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein set forth.

WITNESS my hand and Notarial Seal.

[Handwritten Signature]

Notary Public

My Commission Expires: 7-3-2015

AFTER RECORDING RETURN TO:
BOBO & DOWNBANK
412 HEADQUARTERS DR. STE 5
MUMFRESSVILLE MD 21108