

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
CROFTON CHASE SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Mayfair Associates General Partnership, a Virginia general partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Second Assessment District, County of Anne Arundel, State of Maryland, which is more particularly described as:

See Legal Description attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the Declarant desires to create the covenants, conditions and restrictions set forth herein for the mutual benefit of itself and future owners in the "Crofton Chase" subdivision and to provide for the maintenance of common area therein; and

WHEREAS, the Trustees under that Deed of Trust and Security Agreement dated February 8, 1988 and recorded in the Land Records of Anne Arundel County in Liber 4546, folio 874 and 911 respectively, hereby join in the execution hereof for the purpose of indicating their consent hereto on behalf of their beneficiary, Perpetual Savings Bank.

NOW THEREFORE, Declarant hereby declares 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

120-90

be binding on all parties having any right, title or interest in the described properties or any part thereof, their personal representatives, heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Crofton Chase 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.

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. This right shall not create any obligation by the Declarant to make such annexation.

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:

Those parcels of property described on the recorded subdivision plats for "Crofton Chase" as "open space" or "recreation area", and such other parcels shown on said plat as the Declarant may convey to the Association. The above referenced plats of subdivision are dated December 19, 1989 and recorded in the Plat Records of Anne Arundel County in Plat Book 125, page 9-12.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties designated as a numbered legal, buildable lot of subdivision. No portion of the Common Area shall constitute a "Lot".

Section 6. "Declarant" shall mean and refer to Mayfair Associates General Partnership, a Virginia general partnership, and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and receive a written assignment of the burdens and benefits accruing to the Declarant hereunder..

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' 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 situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for 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 2/3rds of each class of members has been recorded.

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

Section 3. Easement Rights of Declarant During "Development Phase". The "development phase" of the "Crofton Chase" subdivision as now configured or expanded as further described herein shall extend for a period of eight (8) years from the date hereof or until the last Lot is conveyed to an owner, whichever is longer. During such development phase, the Declarant and its assigns shall have an easement and right of way to enter upon any portion of the

properties, including any Lot, at reasonable times, for any purpose associated with completion of the Declarant's development responsibilities with respect to the properties. Such activities shall include, but not be limited to, clearing, grading, paving, construction and installation of utilities , landscaping, construction of requisite public or private roads, storm drains, stormwater management facilities, repair and maintenance of any public or private utilities and facilities, construction of structures upon the properties, and any other activity reasonably related thereto.

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.

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

Class A. Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote from 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.

Class B. The 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:

104
- 28 LOTS LEFT

81 LOTS SOLD

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1997.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant hereby declares that each Lot within the Properties, upon conveyance to an Owner, is subject to, 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 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 exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, and for the funding of reserves for replacement of elements of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be six hundred dollars (\$600.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year, plus the amount of increase of any ad valorem, real estate or other taxes, and casualty or other insurance premiums, payable by the Association, without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 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 of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall in any event levy an annual assessment which is projected to provide funds at least sufficient to maintain the Common Area and Open Space to standards generally acceptable in Anne Arundel County.

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.

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 any action authorized under Section 3 or 4 hereinabove shall be sent to all members not less than 30 days nor more than 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 may 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 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as provided in Article IV, Section 10 herein below, both annual and special assessments must be fixed at a uniform rate 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. 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.

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 rate of eight percent (8%) per annum. The Association may bring

an action at 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 his Lot.

Section 9. Subordination of the Lien to 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 affect 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 of Declarant. Declarant shall pay the full assessments for Lots owned by Declarant which have been improved with a completed dwelling unit, provided such completed dwelling units are occupied, whether as a model home, a sales office or otherwise. Declarant shall be required to pay twenty-five percent (25%) of the full assessments for Lots owned by Declarant which have been improved by a completed dwelling unit, but are unoccupied. Declarant shall not be subject to annual or special assessments for unimproved Lots owned by Declarant. Notwithstanding any provision contained in this Declaration to the contrary, Declarant hereby covenants and agrees for the benefit of each Class A member to pay any and all expenses (excluding reserves) incurred by the Association during the Deficit Period (as

such term is hereinafter defined), in furtherance of its purposes, to the extent that the annual and special assessments levied during the Deficit Period are insufficient to pay such expenses; provided, however, that, Declarant shall not be obligated to pay an amount in excess of that equal to one hundred percent (100%) of the assessments which would be due for its Lots, were they owned by a Class A member. Each person or entity comprising Declarant at the time such shortfall is assessed against Declarant shall be responsible to pay to the Association its pro-rata share thereof in the same proportion as the number of Lots each owns bears to the total number of Lots owned by Declarant.

As used herein, ~~the term "Deficit Period" shall mean that period of time commencing on the date of the settlement with a Class A member on the first completed dwelling unit within the Properties and ending on the earlier of (i) the date on which the Class B membership lapses and becomes a nullity in accordance with the provisions of this Declaration, or (ii) the date upon which Declarant, in a writing recorded among the Land Records of Anne Arundel County, Maryland, declares that it (from the date specified in such recorded writing) waives its right to not pay any or to pay reduced assessments on Lots owned by Declarant, in accordance with this Section. Declarant may make such Declaration with respect to less than all of the Lots owned, to be owned, or to be brought within the jurisdiction of the Association, in which event the deficit period shall terminate only with respect to those Lots specifically described.~~

Section 11. Working Capital Fund. At the time of the conveyance of each Lot which is improved by a completed dwelling unit to an Owner, each such Owner ~~shall pay to the Association a non refundable contribution to the Association's Working Capital Fund in an amount equal to Two Hundred Fifty Dollars (\$250.00).~~ This payment shall be in addition to and shall not be credited toward the general assessment due from each owner. The Working Capital Fund shall be used by the Association to assist in defraying its initial and ongoing operating expenses.

ARTICLE V

ARCHITECTURAL CONTROL, USE RESTRICTIONS,

AND EXTERIOR MAINTENANCE

Section 1. Architectural Review. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval

will be not required and this Article will be deemed to have been fully complied with.

~~The Board or its designated committee shall set up policies and procedures to govern submissions, review and approval of such plan review applications.~~

Notwithstanding the foregoing, Declarant shall not be subject to the architectural review and approval provisions of this Article.

Section 2. Prohibited Uses and Nuisances. Except for the activities of Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the architectural committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas:

(a) no noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements.

(b) the maintenance, keeping, boarding 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, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets, provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors or, upon resolution of the Board of Directors, the architectural committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the common areas unless accompanied by a responsible person and unless they are carried or leashed. Each member who walks a pet on the common area is required to clean up any and all solid waste deposited by their pet within that area. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials or trash of any other kind shall be permitted on any Lot.

(d) except as herein elsewhere provided, no junk vehicle, vehicle larger than a 3/4-ton truck and/or with more than two (2) axles and not to exceed four (4) wheels, house trailer, motor home,

camper, vehicle with commercial lettering and signs (not including vehicles of a governmental agency), boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities) shall be kept upon the Properties (including streets, driveways, Lots and parking spaces) nor (except in bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the architectural committee, provide and maintain a suitable area designated for the parking of such vehicles or the like, and may adopt and promulgate such additional rules and regulations in this regard as it deems necessary or desirable.

(e) trash and garbage containers shall not be permitted to remain in public view, except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.

(f) no Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection shall not apply to Declarant and, further, the provisions hereof shall not be construed to prohibit the granting

of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, Declarant or any other person for any purpose.

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

(h) no Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(i) no sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through the architectural committee or duly appointed subcommittee. The architectural committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(j) no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, shed or other buildings shall be erected, used or maintained on any Lot at any time, without the prior written consent of the architectural committee.

(k) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such

promotional sign or signs as may be maintained by Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office is maintained, and provided further that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

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

(m) no tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on streets and roadways.

(n) no outside television aerial or radio antenna, or other aerial or antennae for either reception or transmission, shall be

maintained upon the Properties except that such aerals or antennae may be erected and maintained within the dwellings located upon the Properties; no satellite dishes shall be allowed.

(o) no member shall make any private or exclusive or proprietary use of any of the common areas except with the specific approval of the architectural committee or the Board of Directors, and then only on a temporary basis, and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.

Section 3. Fences. Any fence constructed upon the Properties shall be substantially similar in design, dimension and material to the fences installed by Declarant, if any, as a part of original construction and shall not extend beyond the front building line of the dwelling on the Lot upon which any such fence is erected or the front building line of the dwellings on all immediately adjacent Lots. Chain link and other wire fencing is specifically prohibited. The erection of all fences shall be subject to the provisions of Article V of this Declaration regarding architectural review.

Section 4. Duty to Maintain. Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and

cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Properties shall fail to maintain the Lot and the improvements situated thereon, as provided in this Declaration and in the By-Laws, the Board of Directors may appoint some person or persons to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article IV hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding or act in lieu thereof, shall extinguish any such lien as to payments which become 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. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof shall join in the execution of such amendment.

Section 5. Easement for Exterior Maintenance. If any dwelling is situated on or near a Lot line such that proper exterior maintenance and repair of the dwelling cannot reasonably be accomplished exclusively on such Owner's Lot, then that Owner shall have an easement over that portion of the adjoining Lot as is reasonably necessary for such exterior maintenance and repair, including, but not limited to, painting, cleaning and washing and repairing windows.

ARTICLE VI

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 wise 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 twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods

of ten (10) years. Subject to the other limitations set forth in this Declaration, prior to the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended only with the consent of two-thirds (2/3) of the Class A members of the Association, if any, and by Declarant. An instrument reflecting such an amendment shall be recorded among the Land Records for Anne Arundel County, Maryland. Subject to the other limitations set forth in this Declaration, following the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended only with the consent of a majority of the Class A members of the Association. Such an amendment shall be recorded among the Land Records for Anne Arundel County, Maryland. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

Notwithstanding the foregoing, this Declaration may be amended by Declarant without the vote of the members, provided such amendment is accomplished solely for the purpose of causing this Declaration to conform to the requirements of VA, FHA, FNMA or FHLMC and does not adversely affect the property rights of any member.

No amendment shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof shall join in the execution of such amendment.

Section 4. Annexation. In addition to the Declarant's right of annexation set forth in Article I, Section 3 (not requiring membership approval), additional residential property and Common Area outside the original plats of Crofton Chase, including the property allowed to be annexed without membership approval, may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. 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: Annexation of additional properties requiring membership approval, dedication of Common Area, except as allowed by Article I, Sections 3 and 4, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 4th day of December, 1989.

ATTEST:

MAYFAIR ASSOCIATES GENERAL
PARTNERSHIP

By: NVL Associates, Inc.,
General Partner

W. A. Moran

By: [Signature] (SEAL)
William A. Moran, President

COUNTY OF Fairfax

STATE OF Virginia, to wit:

I HEREBY CERTIFY that on this 4th day of December, 1989, personally appeared William A. Moran, President, NVL Associates, Inc., General Partner of Mayfair Associates General Partnership, who acknowledged the execution of the foregoing Declaration to be his act as authorized by the said corporation as General Partner of Mayfair Associates General Partnership.

WITNESS my Hand and Notary Seal the day and year above written.

Linda N. Robertson
Notary Public

My Commission expires: 9-17-90

CONSENT OF TRUSTEES

The undersigned, being the Trustees under that Deed of Trust and Security Agreement dated February 8, 1988, and recorded in the Land Reocrds of Anne Arundel County in Liber 4546, folio 874 and 911 respectively, hereby join in the above Declaration for the purpose of indicating their consent thereto on behalf of the beneficiary, Perpetual Savings Bank.

11/17
Hope P. Quinn, Trustee
(Sole Acting)

_____, Trustee

STATE OF VIRGINIA,
COUNTY OF FAIRFAX, to wit:

I HEREBY CERTIFY that on this 7th day of December, 1989, personally appeared before me, a Notary Public for the State and County aforesaid, Hope P. Quinn, Trustee under the above referenced Deed of Trust and Security Agreement, and executed the above Declaration to indicate his consent and the consent of the beneficiary, Perpetual Savings Bank, to the said Declaration.

Priscilla L. Best
Notary Public

My Commission expires: 5-23-93

Commissioned as Priscilla L. Kenyon

a:mayfair.dec 5.0 cfd #9(a) 12/1/89

**AMENDMENT OF THE DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
OF CROFTON CHASE HOMEOWNERS' ASSOCIATION, INC.**

LR - Covenant
Recording Fee 20.00
Declarant Name:
crofton chase hoa
Ref:
LR - Covenant
Surcharge 40.00
SubTotal: 60.00
Total: 60.00
02/02/2017 10:50
CC02-GC
#7721571 CC0501 - Anne
Arundel
County/CC05.01.11 -
Register 11

EXPLANATORY STATEMENT: On or about December 4, 1989, the original Declaration of Easements, Covenants, Conditions and Restrictions for Crofton Chase Homeowners' Association, Inc., (hereinafter, "Declaration") was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4991, Page 598. Pursuant to Article VI, Section 3 of the Declaration, the membership of the Crofton Chase Homeowners' Association, Inc., has approved the following Amendment to the Declaration by a vote of not less than a majority of the membership, as certified by the Secretary of the Crofton Chase Homeowners' Association, Inc.

NOW THEREFORE, as of the date of recordation of this Amendment, the said Declaration is amended as indicated below:

ARTICLE VI: General Provisions

The following is added to the existing language in Article VI, Section 1, Enforcement, as an additional paragraph:

"In addition to any other remedies provided to the Association, the Association, by a majority vote of the Board of Directors, shall be empowered to take action to levy reasonable fines, not exceeding \$100.00 for a single violation and \$100.00 per month for a continuing violation, against any Lot owner found to be in violation of the Declaration, Bylaws, and/or duly adopted Rules and Regulations of the Association. Any fine levied by the Board of Directors must be paid within 30 days of assessment. In the case of non-payment of a duly levied fine, the Association may pursue collection of the fine in the same manner and with the same rights as if the fine were an unpaid assessment owed to the Association. Failure by the Association to enforce or collect any fine shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors may impose fines against a Lot owner only through the following procedure:

1. The Board of Directors shall cause to be served upon the Lot owner a written demand to cease and desist, discontinue, or abate the alleged violation. The demand will be delivered by Certified Mail, specifying Return Receipt Requested or Return Receipt Electronic. The demand shall specify:
 - a. The nature of the alleged violation;
 - b. The action required to discontinue or abate the violation;
 - c. That corrective action must be complete within 15 days, or longer as the Board of Directors allows, to avoid further sanction, which may include the imposition of a fine of up to \$100.00 for a single violation, and a fine of up to \$100.00 per month for a continuing violation; and,
 - d. That the Lot owner must notify the Board of Directors that the violation has been discontinued or abated and allowing inspection by the Association's representative(s).
2. Within 12 months of the initial demand, if a continuing violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is violated subsequently, the Board shall cause to be served on the Lot owner a written notice of a hearing to be held by the Board of Directors specifying the following:
 - a. The nature of the alleged violation;
 - b. The time and place of the hearing, which time shall not be less than 10 days from the giving of the notice;
 - c. An invitation to attend the hearing and produce any statement, evidence, or witnesses on the Lot owner's behalf; and,
 - d. The proposed sanction to be imposed.
3. A hearing shall be held before the Board of Directors, meeting in Executive Session. A court reporter shall record the proceedings. Other attendees may include a representative from the Association's management company, witnesses, and counsel for the parties. The Board of Directors may allow or disallow other

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attendees at its discretion. The Lot owner will have the burden to show cause why the proposed sanction should not be imposed or should be reduced, to include presentation of any statement, evidence, or witness on his or her behalf. The Board of Directors shall cause the proof of notice of the original violation and the notice of hearing to be entered into the record. The Board may also question the Lot owner and may present such statements, evidence and witnesses as necessary to make a complete record. Both parties shall have the right to question witnesses who appear for the other party. Should the Lot owner fail to appear at the hearing after appropriate notice has been given, the violation will be deemed admitted and an appropriate sanction imposed. At the close of the hearing, the Board may take the matter under advisement and issue a decision within fifteen days, with written notice of the decision delivered by Certified Mail to the Lot owner.

The remedies set forth in this Section are cumulative and not exclusive and may be pursued in any order, individually or in any combination. They are in addition to any other remedies which may be available to the Association. The Association is entitled to recover costs in any such action from any violating Owner, including costs of collection and reasonable attorney's fees, incurred in enforcing this Declaration, the Bylaws, or duly enacted Rules and Regulations.

This by-law amendment was adopted on the 15 of November 2016 by ballot representing more than 51% affirmative vote by the membership.

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that I am the Secretary of the Crofton Chase Homeowners Association, Inc. I further certify that by signing this Certificate of Approval I am acknowledging that the foregoing Amendment to the Declaration were approved by the membership of the Association in accordance with Article VI, Section 3 and at a meeting duly called for that purpose. Said meeting was held on November 15, 2016.

AS WITNESS my/our hand(s) and seal(s).


Secretary's Signature

Thomas Dimka
Secretary's Printed name


President's Signature as witness

HENRY B. Goddard, Jr.
President's Printed name

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 15 day of NOVEMBER 2016, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared THOMAS DIMKA and HENRY B. GODDARD, JR. who are known to me to be or have been satisfactorily proven to be the persons whose names are subscribed to the foregoing Certificate of Approval and said persons made an oath in due form of law that the matters and facts stated in the said Certificate of Approval are true to the best of said person's knowledge and belief, and said persons acknowledged the execution of the foregoing Certificate of Approval to be their act.

AS WITNESS my signature and notarial seal


Notary Public

FRAN McDONNELL

My commission expires: 9/10/19

TO THE CLERK OF THE COURT: AFTER RECORDING PLEASE RETURN TO:
MICHAEL S. NEALL, Attorney at Law, 147 Old Solomons Island Road, Ste. 400, Annapolis,
Maryland 21401.

