

**THIS DOCUMENT BEGINS ON PAGE 1, STAMPED LIBER 1374 FOLIO 0597, AND CONTINUES THROUGH TO PAGE 28, STAMPED LIBER 1374 FOLIO 0624 (PLAT).**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION, made this 16th day of December, 1986 by SECURITY MANAGEMENT CORP., a Maryland corporation (hereinafter referred to as the "Declarant").

Whereas, the Declarant is the owner of certain property (hereinafter referred to as the "Premises") located in the County of Harford, State of Maryland, which is more particularly described in Exhibit A, attached hereto and made a part hereof.

NOW, THEREFORE, the Declarant hereby declares that the Premises shall be held, sold and conveyed subject to the following easements, restriction, covenants and conditions, which are for the purpose of protecting the value, appearance 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 property or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
Definitions**

As used in this Declaration, the following terms shall have the meanings herein ascribed thereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication. The terms herein defined are:

**Section 1. Association.** "Association" shall mean and refer to Greenbrier Hills Six Homeowners Association, Inc., a Maryland non-profit corporation, its successors and assigns.

**Section 2. Common Areas.** "Common Areas" shall mean and refer to and include all real property (including the improvements thereto and easements therefor) owned by the Association for the common use and enjoyment of the Record Owners, including particularly, but no way of limitation, all roads, walkways, open space and recreational areas, storm water drainage and other facilities and installations in, on, under or over any land or easement area.

The Common Areas to be owned by the Association at the time of the conveyance of the first Lot are described as follows: *All of the land shown on the Plat of Greenbrier Hills, Section Six, saving the Lots (as herein defined).*

**Section 3. "Declarant"** shall mean and refer to Security Management Corp., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**Section 4. Lot or Lots.** "Lot" or "lots" shall mean and refer to and include one or more of the numbered subdivided parcels shown on the Plat of Greenbrier Hills, Section Six, with the exception of the Common Areas, as herein defined, and one or more of the lots shown on any recorded subdivision plat of all or any portion of the Remaining Property brought within the jurisdiction of the Association, with the exception of Common Areas therein.

**Section 5. Mortgage and Mortgagee.** "Mortgage" shall mean and refer to and include a mortgage, deed of trust or other conveyance in the nature of a mortgage; and "Mortgagee" shall mean and refer to and include the grantee named in a mortgage or other conveyance in the nature of a mortgage, the beneficiary or creditor secured by any deed of trust, and the heirs, personal representatives, successors and assigns of such grantee, beneficiary or creditor.

**Section 6. Plat of Greenbrier Hills, Section Six.** "Plat of Greenbrier Hills, Section Six" shall mean and refer to and include the plats entitled, "Plat One - Section Six, Greenbrier Hills", prepared by George William Stephens, Jr. and Associates, Inc., and recorded among the Land Records of Harford County, Maryland, in Plat Book C.G.H. 56, folio 117.

**Section 7. Plot or Plots.** "Plot" or "plots" shall mean and refer to and include one or more of the lots shown on any recorded subdivision plat of all or any part of the Remaining Property, not including any lot or lots encompassed by the definition of such terms contained in Paragraph 4 of this Article I.

**Section 8. Property.** "Property" shall mean and refer to and include the Premises, together with the building and improvements thereupon erected, made or being, and all and every rights to the alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or otherwise appertaining, and such additions to such land, building, improvements, appurtenances and advantages as may hereafter be brought within the jurisdiction of the Association.

**Section 9. Record Owner.** "Record Owner" or "Owner" shall mean and refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a lot, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy or partnership relationship. If more than one person, firm, corporation, trustee, or other legal entity hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single Record Owner and shall be or become a single member of the Association by virtue of ownership of such lot. The term "Record Owner", however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee named in any mortgage covering any lot designed solely for the purpose of securing performance of an obligation or payment of a debt.

**Section 10. Remaining Property.** "Remaining Property" shall mean and refer to and include all the land and premises described on Exhibit "B" attached hereto and made a part hereof.

**Section 11. Storm Water Management Area.** "Storm Water Management Area" shall mean and refer to and include all real property (including improvements thereon and easements therefor) described on Exhibit C, attached hereto and made a part hereof.

## **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 and every member of the Association shall have a right of enjoyment in the Common Area, subject to the following provisions:

(a) the right of the Association to levy annual and special assessments and 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 the recreational facilities, if any, of a member for any period

during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's By-Laws or its published rules and regulations. Assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, 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 appropriate instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer shall have been recorded.

(d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of members voting in person or by proxy, to mortgage said Common Area. Such mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided, that under no circumstances, shall the rights of the members of ingress, egress, utilities and parking be affected.

(e) The right of the Association to take such steps reasonably necessary to protect the Common Area against an attempted foreclosure.

(f) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.

(g) The right of the Declarant (and its sales agents, representatives and invitees) to the non-exclusive use of the Common Area for office, construction, display, sales and exhibit purposes, which right the Declarant hereby reserves; provided, however, that the aforesaid right of the Declarant shall terminate with respect to Common Areas which are part of the land described in Exhibit A upon the sale and settlement of all the Lots within the Property. Said right shall terminate with respect to Common Areas which are part of any land annexed to the Property by the filing of a Supplemental Declaration, upon the sale and settlement of all the Lots within the annexed land.

**Section 2. Delegation of Use.** Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, and to his guests; subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in Article V of the Declaration.

**Section 3. Title to Common Area.** Title to the Common Areas shall be conveyed from time to time to the Association free and clear of all liens and encumbrances. All of the Common Areas which are apart of the Premises shall have been conveyed to the Association by no later than the date that the first lot is conveyed to a purchaser. All of the Common Areas which are part of any section of land in the Remaining Property which may be annexed to the Property shall be conveyed to the Association no later than the date that the first plot in the particular section is conveyed to a purchaser whose mortgage shall be insured by the Veterans Administration. If no mortgage in a particular

section is insured by the Veterans Administration, the Common Area in that particular section will be conveyed to the Association no later than ten (10) years from the date of recording of the Supplemental Declaration whereby the additional land is annexed to the Property or on such earlier date as may be require by Harford County.

**ARTICLE III**  
**Membership and Voting Rights**

**Section 1. Members.** Every Owner of a Lot, shall be a member of the Association as designated in Section 2 of this Article III. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2. Membership Classes and Voting Rights.** The Association shall have two classes of voting membership.

**Class A.** Class A members shall be all Record Owners (except the Declarant during such time as there shall be a Class B membership) of Lots which are subject to assessment by the Association under the terms of this Declaration, and shall be entitled to one vote for each such Lot so owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member shall be the Declarant, its successors and assigns, if such successors or assigns should acquire two (2) or more undeveloped Lots from the Declarant for the purpose of development, 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 upon the earlier to occur of the following two dates:

(a) The date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) January 1, 1998.

**ARTICLE IV**  
**Maintenance**

**Section 1. Common Areas.** The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon; and shall also be responsible for the care, maintenance and replacement of property, including utilities in the Common Areas and/or which serve more than one Lot and including rights-of-way dedicated to an appropriate governmental or quasi-governmental group of utility company where such group of company has not agreed to care for and maintain said property.

**Section 2. Individual Lots.** Except as otherwise provided herein, or on the Plat of Greenbrier Hills, Section Six, the Owner of each Lot shall be responsible for the care, maintenance and repair of his Lot, the premises and all improvements situate there on, therein and thereunder.

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 of Directors of the Association, 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 Lot and to repair, maintain and/or restore the Lot, the premises and any improvements erected there-on. Such right of entry and repair shall be exercisable only upon fifteen (15) days prior written notice given to the owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The Costs 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 Lot Owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article V, Section 8, hereof.

**Section 3. Storm Water Management Area.** So long as the land included in the Plat of Greenbrier Hills, Section Six, is serviced by the Storm Water Management Area defined in Article I Section 11 of the Agreement, the Association will pay the record owner of the Storm Water Management Area for its proportionate share of the actual cost of maintaining the Storm Water Management Area. The association's proportionate share of said maintenance cost will be a fraction, the numerator of which is the number of acres included in the Plat of Greenbrier Hills, Section Six, and the denominator of which is the total number of acres serviced by the Storm Water Management Area.

**ARTICLE V**  
**Covenant for Maintenance assessments**

**Section 1. Creation of the Lien and Personal Obligation of Assessment.**

The Declarant, for each Lot owned within the Property, upon which a single family residential dwelling or similar building (whether attached or detached) has been completed, 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 (i) annual assessments and charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provide. If a delinquency occurs in the payment of annual and/or special assessments, which delinquency is not cured within thirty (30) days after the due date, said assessment(s), together with interest at the rate of twelve per cent (12%) per annum, plus costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Lot 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 Lot 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 by written agreement. Nothing herein contained shall be construed to affect the validity of the lien or the remedies available to the Association as set forth in Sections 8 and 9 hereof.

**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 of the Property, for the improvement and maintenance of the Common Area, for maintenance, repair and/or replacement of utilities in such reserves and for such purposes as shall be determined by the Association.

**Section 3. Maximum Annual Assessments**

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Fifty Dollars (\$50.00) per Lot, payable semi-annually in installments of Twenty-five Dollars (\$25.00) each on the first day of January and July.

(b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments for the previous year by not more than the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index as reported by the Department of Commerce. Provided, however, in the event substantial additional improvements are added to the Common Area, which improvements, in the sole judgment of the Board of Directors, require an increase of the assessment in excess of that allowed by this subparagraph, the Board of Directors, by a two-thirds (2/3rds) vote may increase the assessment to an amount necessary to operate and maintain such additional improvements.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased above the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index aforesaid, 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, as provided in Article V, Section 5, herein.

(d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as hereinbefore set forth.

(e) Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall be obligated to pay for the lots which it owns on which a residence has been constructed and which residence is unoccupied, only twenty-five percent (25%) of the established annual or special assessment. For example, if the Assessment for Lots in a particular year is \$50.00 per year, Declarant shall pay \$12.50 per year for each Lot which it owns, on which a residence has been constructed and which residence is unoccupied. So long as the Declarant owns Lots for which it pays only 25% of the assessment, the Declarant shall fund all budget deficits so that the common areas shall be maintained at no additional cost to the Association.

**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 any one 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 Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent 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 as provided in Article V, Section 5, herein.

**Section 5. Notice for Any Action Authorized Under Sections 3 and 4.** Written Notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Sections 3 and 4 of this Article V shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate within each class of membership.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein with respect to the Property described in Exhibit A shall commence as to all members on the first day of the month following the conveyance of the first Lot in the Property to a Class A member. The annual assessments provided for herein in respect to any land which may be annexed to the Property, as set forth in Article VIII hereof, shall commence as to the Lots on such land on the first day of the month following the conveyance of the first annual assessment as to a Lot 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 member 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 failure of the Board of Directors to act within the times specified shall not, however, relieve any Owner of his obligation to pay assessments hereunder. 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 that the assessments on a specified Lot have been paid and any such properly executed certificate shall be binding upon the Association.

**Section 8. Effect of Non-Payment 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 twelve per cent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or the Association may foreclose the lien against the Lot. The lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements, as the foreclosure of mortgages or deeds of trust on real property in Maryland containing a power of sale, or an assent to a decree. Suit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgement for unpaid charges may be maintained without waiving the lien during the same period. No action may be brought to foreclose the lien except after twenty (20) days written notice to the current owner of the Lot given by registered mail, return receipt requested. 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 Taxes and First Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien for taxes imposed by any lawful authority and to the lien or any first mortgage. 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 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.

#### **ARTICLE VI** **Environmental Protection**

No building, fence wall or other structure shall be commenced, erected or maintained upon any Lot, 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 in duplicate to the Board of Directors of the Association and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this Article VI shall be construed to permit any review of architectural and building decisions made by the Declarant with respect to any Lot. In carrying out the provisions of this Article VI, Article VII, Article VIII or any other Article of this Declaration and of any of the rules and regulations adopted and promulgated pursuant to the provisions thereof, the Board of Directors and/or the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations. No one

entering any such Lot for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or inspection. Wherever any approval of the Board of Directors is required under the terms of this Declaration, such approval must be in writing.

**ARTICLE VIII**  
**Restrictions on Use**

The following shall be restrictions on the use of the Lots and the Common Area which shall run with and bind the land:

(a) None of the Lots shall be used for any purpose other than for residential use, unless permitted by Zoning Regulations and other applicable laws. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement on the Property unless permitted by Zoning Regulations and other applicable laws; provided, however, that the Declarant may use any part of the Property for development, construction, sales and marketing of the improvements and other facilities which it intends to install or erect on the Property, and for any incidental use in connection therewith.

(b) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become a nuisance to the neighbors.

(c) Roof top television and other antennas shall not be permitted except with the prior written approval of the Board of Directors, which approval shall be given only when it determines that reasonably good television reception cannot be obtained without such an antenna.

No amateur radio transmission antenna shall be constructed anywhere on the Property.

(d) No junk vehicle or vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, van or the like shall be kept upon the Property, nor shall the repair or ordinary maintenance of automobiles or other vehicles be carried out on the Property, except that small trucks and vans, having a capacity of not more than three-quarters (3/4) of a ton, may be parked in properly designated parking areas.

(e) No structure of a temporary character, tent, trailer, garage shed or other out building shall be permitted on the Property except small tool sheds which shall be permitted only with the prior written approval of the Board of Directors.

(f) No sign of any kind other than those of the Declarant, a builder or their designated agent, shall be displayed to the public view on any Lot, except that one sign of not more than four (4) square feet advertising the Lot for sale or rent will be permitted.

(g) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited except that this shall not prohibit the keeping of a maximum of two (2) dogs and/or cats as domestic pets, provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted on the Common Areas unless accompanied by the owner, and unless they are leashed. Any Owner who keeps or maintains any pet shall be deemed to have indemnified and agreed to hold harmless the Association, each of the Owners and the Declarant from any loss, claim or liability of any kind

or character whatsoever arising by reason of keeping or maintaining such pet.

All pets shall be registered with the Board of Directors, and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the Property, and the Board of Directors will have the exclusive authority to declare any pet a nuisance.

(h) No lumber, materials, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except building materials during the course of construction, maintenance or repair by the Declarant. Trash, garbage or other waste shall not be kept except in sanitary containers and such shall not be visible from the streets. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(i) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements through and over Lots have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are shown on the development plans and/or any subdivision plats for the Property. Within these easements, no structure, planting or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Declarant, its agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved. The Declarant shall also have the right at the time of, or after, grading any street, driveway or parking area, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, driveway or parking area, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by an appropriate government authority. The Declarant shall further have the right to establish contiguous five (5) foot drainage easements on any two adjacent lots if it is deemed necessary in the sole discretion of the Declarant.

(j) All Common Areas may be used for, and only for, parks and recreational purposes, parking, trash storage and collection, ingress and egress, and for utilities, including, but not limited to, storm water and sanitary sewers, telephone, 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.

(k) The rights and duties with respect to sanitary and water, cable T.V., electricity, gas and telephone lines and facilities shall be governed by the following:

(i) 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 installations lie, to repair, replace and generally maintain said installations.

(ii) The right granted in subparagraph (i) above shall be only to the extent necessary to entitle the Owner or the 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.

(iii) 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.

(1) Easements over the Property for the installation and maintenance of electric, telephone, cable T.V., water, gas, drainage and sanitary sewer lines and facilities and the like are hereby reserved by the Declarant, together with the right to grant and transfer the same during such time that the Declarant holds title to the Property. The 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.

(m) The Board of Directors shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which, in the opinion of the Board, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice to correct the problem. The Association may bring an action at law against the Owner personally obligated to pay same; or the Association may foreclose the lien against the Lot. 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.

(n) Nothing contained in this Article VII shall be construed to limit in any way the rights and powers of the Board of Directors to approve or disapprove of the erection of buildings, fences, walls or other structures or of changes or alterations to the Property, as more fully provided in Article VI hereof.

(o) Nothing contained in this Declaration shall be construed to in any way limit the right of the Declarant to use any Lot owned by the Declarant for the purposes of a construction office, sales office, executive and/or management office and/or for model and display purposes.

(p) No fence or wall shall be erected, placed, altered or maintained on any Lot: either (a) nearer to the Common Areas than the front of the Dwelling erected on the Lot; or (b) closer to the rear lot line than five feet. Where the front of two adjacent dwellings are set back different distances from the Common Areas, no fence or wall between such two adjacent houses shall be closer to the Common Areas than the front wall of the dwelling most distant from said Common Areas. No fence or wall shall be erected except in compliance with Article VI hereof, and, when erected, shall not exceed seventy-two (72) inches in height, and shall not interfere with underground or surface utility or draining structures, pipes or ditches. The restrictions contained in this Paragraph (p) shall not apply to retaining walls required by topography, which retaining walls, however, shall require the written consent of the Board of Directors of the Association or its designated committee, as provided in Article VI hereof.

(q) The Declarant reserves the right to place electric and/or

utility meters on the exterior of any improvement which may be located on any Lot which may be located within the Property. Said meters may serve other 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 improvements located on said Lots.

**ARTICLE VIII**  
**Annexation**

Additional land within the Remaining Property may be annexed by the Declarant, its successors and assigns, without the consent of members within ten (10) years from the date of the recording of the Declaration. The Declarant shall have no obligation to annex any of such land, nor shall any of the Remaining Property hereto be subject to any of the terms, covenants and conditions of this Declaration unless and until the Declarant, or such other person or entity who, in the future may be record owner of the Remaining Property, execute and instrument specifically subjecting the remaining Property to the terms of this Declaration. Land other than the Remaining Property may be annexed [or the Remaining Property if not annexed in the Said ten (10) year period] 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. The annexation authorized hereunder shall be made by filing of record, an amendment to the Declaration of Covenants, Conditions and Restrictions 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 amendment, 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 IX**  
**Cross Easements**

The Declarant reserves the right to subject the Common Areas to easements for the benefit of the Declarant and any person, firm, corporation, trustee, or other legal entity having any interest in the Remaining property, or any part thereof, their respective heirs, personal representatives, successors and assigns, in common with the Association to:

(a) Use all roads and walkways now or hereafter installed on the aforesaid Common Areas, for access between any public road and the Remaining Property, and enter upon such roads and walkways for the purpose of repairing or maintaining the same.

(b) Lay, install, construct, place and maintain on, over, or under the aforesaid Common Areas, or any portion thereof, pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities to provide adequate utility service to any plot or lot now or hereafter laid out or established on the Remaining Property, and enter upon said Common Areas for such purposes and for the purpose of making openings and excavations therein.

(c) Use and enjoy all utility installations within the aforesaid Common Areas including the right to:

(i) Use all water pipes, lines, mains, water facilities and installations constructed, placed, installed or maintained in, on, under or through said Common Areas with the right to take water from

such pipes, lines, mains, facilities and installations for domestic use only in or about the dwellings erected on the Remaining Property, upon payment for such water at the rates charged by the agency or public utility supplying such water.

(ii) Use all sanitary sewer lines, mains, facilities and installations constructed, placed, installed or maintained in, on, under or through said Common Areas, with the right to discharge into and through said lines mains, facilities and installations, sewage from dwellings erected on the Remaining Property; and

(iii) Use all storm water sewers, drains, pipes, lines, mains and other facilities and installations constructed, placed, installed or maintained in, on, under or through said Common Areas, with the right to discharge and drain into and through said sewers, drains, pipes, lines, mains and other drainage facilities and installations, surface water flowing on, over or from the Remaining Property.

## **ARTICLE X** **General Provisions**

**Section 1. Enforcement.** The Association, and/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 judgments 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 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 unless prior to the commencement of any such period of ten (10) years and amendment termination adopted in accordance with this Section 3, is recorded in the Land Records of Harford County, Maryland. The Declaration may be amended during the first twenty (20) year period by an instrument signed by the Declarant, if the Declarant owns any Lot, and by not less than ninety per cent (90%) of the other Record Owners, and thereafter by an instrument signed by the Declarant, if the Declarant owns any Lot, and by not less than seventy-five per cent (75%) of the other Record Owners. Any amendment must be recorded and takes effect immediately upon recordation.

**Section 4. Federal Housing Administration and Veterans Administration Approval.** As long as there is a Class B member and if any Lot is security for a mortgage or deed of trust insured by the FHA or VA, the following actions will require the prior approval of the FHA and/or VA, as the case may be: dedication of Common Area to the Public; and amendment of this Declaration of Covenants, Conditions and Restrictions, except by the filing of a Supplemental Declaration of Covenants, Conditions and Restrictions as set forth in Article VII (governed by the provisions of that Article) if development of the land described in the Supplemental Declaration is to take place in accordance with any plans which may have previously been approved by the FHA or VA.

**Section 5. Conflicts.** In the case of any conflict between this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Declaration shall control.

**ARTICLE XI**  
**Additional Rights of Declarant**

In view of the fact that the construction of the Declarant's development is one which will take the Declarant several years to complete, the Declarant, in addition to all rights reserved to it under this Declaration, and notwithstanding any other provision of the Declaration specifically reserves the right to use any and all portion of the Property, including Common Area which may have previously been conveyed to the Association for all reasonable purposes necessary or appropriate to the full and final completion of construction of the Greenbrier Hills development. Specifically, none of the provisions concerning architectural review shall in any way apply to any aspect of the Declarant's activities or construction, and notwithstanding any provisions of this Declaration, none of the aforesaid construction activities or any other activities associated with construction, sales management or administration of the Greenbrier Hills development shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right to store material, construction debris and trash during the construction period on the Property without keeping same in containers. The Declarant will take reasonable steps to avoid unduly interfering with the beneficial use of the Lots.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

WITNESS: SECURITY MANAGEMENT CORP.  
  
/s/ Robin A. Hart By: /s/ (SEAL)  
MELVIN R. COLVIN  
Executive Vice President

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, TO WIT:  
**I HEREBY CERTIFY** that on this 16 day of December 1986 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Melvin R. Colvin, Executive Vice President of Security Management Corp., 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 the act of said corporation and further acknowledged that he executed the same for the purposes therein contained.

**AS WITNESS** my hand and Notarial Seal  
  
/s/ Lori M. Schulz  
Notary Public

My Commission Expires July 1, 1990

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EXHIBIT A

All that property in Election District No. 3, Harford County, Maryland as shown and designated on the Plat entitled "Plat One - Section Six,

Greenbrier Hills" prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County at Liber C.G.H.56, folio 117.

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EXHIBIT B

All that property in Election District No. 3, Harford County, Maryland as shown and designated on the Plat entitled "Plat Two - Section Six, Greenbrier Hills", "Plat Three - Section Six, Greenbrier Hills", "Plat Four - Section Six, Greenbrier Hills", and "Plat Five - Section Six, Greenbrier Hills", each prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County at Liber C.G.H.56, folios 118, 119, 120, and 121 respectively.

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EXHIBIT C  
STORM WATER MANAGEMENT AREA

All that parcel of land containing 4.3372 acres, more or less, as shown on the plat entitles "Greenbrier Hills, Storm Water Management Area", which plat is attached hereto and made a part hereof.

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THIS PAGE CONTAINS A PLAT OF THE STORM WATER MANAGEMENT AREA, SECTION FIVE GREENBRIER HILLS, H.D.C.51/29, LIBER 1374 FOLIO 0624, BY GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.