

**CRESTWOOD VILLAGE AT FREDERICK  
HOMEOWNERS ASSOCIATION, INC.**

**SECTION I**

**DECLARATION OF  
COVENANTS, CONDITIONS  
AND RESTRICTIONS  
(CCRs)**

Revised \_\_\_\_\_2021

## ***Table of Contents***

<b>Article</b>	<b>Content</b>	<b>Page</b>
	<i>Declaration of Covenants, Conditions and Restriction of Crestwood Village at Frederick Homeowners Association, Inc.</i>	3
I.	<i>Definitions</i>	4
II.	<i>Property Subject to This Declaration</i>	6
III.	<i>Property Rights</i>	6
	1. <i>Homeowners' Easement of Enjoyment</i>	6
	2. <i>Title to Common Property</i>	6
	3. <i>Extent of Homeowners' Easement</i>	6
	4. <i>Restrictions Applicable to the Property</i>	9
IV.	<i>Assessments</i>	13
	1. <i>Creation of the Lien</i>	13
	2. <i>Purpose of Assessments</i>	13
	3. <i>Amount of Annual Assessments</i>	13
	4. <i>Date of Commencement of Annual Assessments and Due Dates</i>	14
	5. <i>Special Assessments</i>	14
	6. <i>List of Assessments, Notice of Assessment, Certificate as to Payment</i>	14
	7. <i>Acceleration of Assessment Installments and Other Remedies of the HOA</i>	14
	8. <i>Interest and Counsel Fees</i>	14
V.	<i>Additional Services</i>	15
	1. <i>Procedure for Additional Services</i>	15
VI.	<i>General Provisions</i>	15
	1. <i>Duration</i>	13
	2. <i>Enforcement</i>	15
	3. <i>Severability</i>	16
	4. <i>Amendments</i>	16
	5. <i>Waiver</i>	16
	6. <i>Rule against Perpetuities</i>	16
	7. <i>Ratification, Confirmation and Approval of Agreements</i>	17
	<i>Board of Trustee President and Secretary Approval Signatures</i>	18
	<i>Exhibit "A"</i>	19
	<i>Exhibit "B"</i>	21

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CRESTWOOD VILLAGE AT FREDERICK HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by CRESTWOOD VILLAGE AT FREDERICK HOMEOWNERS ASSOCIATION, INC., a Maryland corporation, hereinafter referred to as the "HOMEOWNERS ASSOCIATION," and having its principle office at 6902 Crabapple Drive, Frederick, Maryland, 21703.

THIS DECLARATION supersedes all previous declarations, supplements, and amendments which are hereby removed from the Documents but shall be maintained in the permanent files of Crestwood Village at Frederick Homeowners Association.

**WITNESSETH:**

WHEREAS, the Homeowners Association was duly created upon the recordation of that certain Declaration of Covenants, Conditions and Restrictions of Crestwood Village of Frederick Homeowners Association among the Land Records of Frederick County, Maryland (the "Lands Record") in Liber 1093 at folio 275 et seq. (as amended, confirmed and supplemented from time to time, the "Original Declaration");

WHEREAS, the Homeowners Association is a Homeowners Association established pursuant to the Maryland Homeowners Association Act, Title 11B of the Real Property Article of the Annotated Code of Maryland (the "Act") and responsible for the operation and governance of certain real property located in Frederick County, Maryland as more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein;

WHEREAS, included within Property are two (2) condominium regimes: Crestwood Village at Frederick Condominium I ("Crestwood I"), established by the recording of that certain Declaration of Covenants of Crestwood Village at Frederick Condominium among the Land Records in Liber 1093 at folio 448 et seq. (as amended, confirmed, and supplemented from time to time, the "Crestwood I Declaration"), and Crestwood Village at Frederick Condominium II ("Crestwood II"), established by the recording of that certain Declaration of Covenants of Mountain Village Condominium – Section 21 among the Land Records in Liber 1226 at folio 42 et seq. (as amended, confirmed, and supplemented from time to time, the "Crestwood II Declaration");

WHEREAS, Crestwood I and Crestwood II are within and part of the Homeowners Association, and pursuant to Article IV, Section 1 of their respective Bylaws, have irrevocably delegated certain powers and duties to the Homeowners Association;

WHEREAS, Crestwood I was established as a community on such real property described on Exhibit A intended to be operated as "Housing for Older Persons" as defined by 42 U.S.C 3607(b)(2), as amended and regulations promulgated thereunder, and by Section 20-704(c) of the

*State Government Article of the Annotated Code of Maryland and regulations promulgated thereunder, and has at all times continued to be titled and occupied as such; and*

*WHEREAS, the Homeowners Association desires to amend and restate the Original Declaration in its entirety in accordance with the terms hereof, and confirm that the Property, as defined in the Original Declaration, is and be subject to all covenants, conditions, restrictions, easements, assessments, obligations, charges and liens, hereinafter set forth, each and all of which hereby are declared and to be for the purpose of protecting the value and desirability of the Property, for the benefit of said Property and each and every Homeowner of any and all portions thereof; and*

NOW, THEREFORE, *the Homeowners Association declares and confirms* that the Property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations and liens hereinafter set forth in this Declaration (CCRs).

#### **ARTICLE I: DEFINITIONS**

The following words and terms, when used in this Declaration (CCRs) and By-Laws, *as each may be amended or supplemented from time to time*, (unless the context clearly shall indicate otherwise) shall have the following meanings:

- (a) **ARC or Architectural Review Committee** shall mean and refer to the use of uniform guidelines to maintain the appearance and design styles of Crestwood Village. The Board and appointed ARC members shall be responsible for implementing and maintaining the guidelines and standards.
- (b) **Articles of Incorporation** shall mean and refer to the Articles of Incorporation of Crestwood Village at Frederick Homeowners Association, Inc. (HOA), together with any and all amendments.
- (c) **Board or Board of Trustees** shall mean, refer to and be the same as a Board of Directors as set forth in the Corporations and Associations Chapter, Annotated Code of Maryland (2017) as amended, *and the Maryland Homeowners Association Act (2012) as amended*.
- (d) **Building** shall mean and refer to any *and all structures on the Property*.
- (e) **By-Laws** shall mean and refer to the By-Laws of the HOA, together with all amendments.
- (f) **Common Property** shall mean and refer to all those roadways and non-residential lots which are shown in any recorded final subdivision plat for and located within any portion of the Property, together with all improvements owned by the HOA.
- (g) **Community** shall *have the same meaning as set forth in the Originals Declaration*, and mean and refer to all Homeowners and residents who live in Crestwood Village at Frederick.

- (h) **CCRs or Declaration** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions *as stated now or as amended or supplemented*.
- (i) **Crestwood Village I** shall mean and refer to the housing section South of Crestwood Boulevard that is designated as housing for older persons 55 years of age and older in accordance with the Fair Housing Acts for Housing for Older Persons.
- (j) **Crestwood Village II** shall mean and refer to the housing section North of Crestwood Boulevard that is designated as an "All Age Section" and includes Crestwood Village II townhouses and Mountain Village condominium units (Section 21).
- (k) **Documents** shall mean and refer to a collective reference of governing documents including Declaration of Conditions, Covenants and Restrictions (CCRs), By-Laws, amendments, supplements, resolutions and Rules and Regulations promulgated by the HOA or a reference to any one or more of these documents.
- (l) **Fair Housing Acts** shall collectively mean and refer to 42 U.S.C. § 3601 et seq., as amended and regulations promulgated thereunder, and MD Code Ann., State Gov't § 20-701 et seq., as amended, and regulations promulgated thereunder.
- (m) **Good Standing** shall mean and refer to the status of a Homeowner if such Homeowner is no more than 90 days in arrears in the payment of any assessment or charge due the HOA and is otherwise in compliance with the provisions of the Documents.
- (n) **HOA and/or Homeowners Association** shall mean and refer to CRESTWOOD VILLAGE AT FREDERICK HOMEOWNERS ASSOCIATION, INC., a Maryland non-stock corporation, its successors and assigns.
- (o) **Home** shall mean and refer to any residential dwelling unit *within the Property*, including a Condominium Unit or the Lot upon which the same is located.
- (p) **Homeowner** shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Home. All Homeowners are members of the HOA as provided in the Articles of Incorporation.
- (q) **Lot** shall mean and refer to any building or non-residential Lot shown on any approved final subdivision plat of any portion of the Property which is subject to the CCRs.
- (r) **Property** shall *have the same meaning as set forth in the Original Declaration* and mean and refer to those real property premises as more fully shown in the recorded plats of Crestwood Village together with any lands or premises which may be lawfully subjected to the provisions of these CCRs pursuant to Article VI, Section 4.

- (s) **Proxy** shall mean and refer to a signed document by a Homeowner used solely in establishing a quorum at any Annual or Special Meeting of the HOA. It is neither a vote nor authorization for another to vote for the Homeowner.
- (t) **Resident** shall mean and refer to any individual who is either a Homeowner, renter or permanently resides in a Home in the Community.
- (u) **Resolutions** shall mean and refer to decisions *adopted* by the Board that become a legally binding part of the Documents without amending the Documents. Resolutions are determinations by the BOARD to interpret, clarify, and responsibly implement provisions of the Documents and other applicable Laws.
- (v) **Trustee** shall mean and refer to any duly elected representative of the HOA serving on the Board.
- (w) **Unit** shall mean and refer to any of the total 523 housing units contained in Crestwood Village I and Crestwood Village II.
- (x) **Vote** shall mean and refer to one (1) vote per Home. Homeowners are eligible to vote if they are in Good Standing.

## **ARTICLE II: Property Subject to This Declaration**

The Property, including every Home, Lot and all Common Property new or established, is, and shall be, held, transferred, sold, conveyed, leased and occupied, subject to these CCRs and all amendments or supplements.

## **ARTICLE III: Property Rights**

Section 1. Homeowners' Easement of Enjoyment. Subject to the provisions of these CCRs, the Articles of Incorporation, By-Laws and the Rules and Regulations of the HOA, every *Homeowner* shall have a right to an easement of enjoyment in and to the Common Property and such easement shall pass with the title to every Home in the HOA.

Section 2. Title to Common Property. *The HOA retains the legal title to the Common Property. Notwithstanding the foregoing, in the event that the HOA maintains all or any portion of any Home, Condominium Unit, Building, or Lot, such property shall not be considered part of the Common Property.*

Section 3. Extent of Homeowner's Easements. The rights and easements of enjoyment created shall be subject to the following easements:

- A. Every Homeowner shall have a perpetual and non-exclusive easement in, over and through the Common Property and to use the roads, walks and other common facilities, subject to the right of the HOA to:

- (i) Promulgate reasonable rules and regulations for the use;
- (ii) *Suspend an Homeowner's voting rights and right to use the Common Property or any facilities situated thereon (a) for any period during which any assessment against such Homeowner's Home remains unpaid, and (b) after notice and an opportunity for a hearing, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; provided, however, that the obligation of such Homeowner to pay assessments shall continue unabated during such period of suspension of voting rights or right to utilize the Common Property.*
- (iii) *Dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Homeowners;*
- (iv) *Limit the number of guests of Homeowners using the Common Property;*
- (v) *Charge a reasonable fee for use of the Common Property or certain facilities located thereon;*
- (vi) *Regulate the use of parking spaces within the Common Property;*
- (vii) *Borrow money, in accordance with its Articles of Incorporation and By-Laws, for the purpose of improving the Common Property and any facilities thereon in a manner designed to promote the enjoyment and welfare of the Homeowners and in aid thereof to mortgage any of the Common Property and any facilities thereon;*
- (viii) *Take such steps as are reasonably necessary to protect the property of the HOA against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of these CCRs;*
- (ix) *Grant, through its Board, easements, licenses or other rights of use of the Common Property and any facilities situated thereon to persons or entities who are not Homeowners of the HOA for such consideration and on such terms and conditions as the Board may from time to time consider appropriate or in the best interest of the HOA or the Property; or*
- (x) *Transfer or convey portions of the Common Property for purposes of adjusting the boundary lines of one or more Lots and/or the Common Property; provided, however, that such transfer or conveyance has been approved, as necessary, by applicable local governmental authorities or agencies, or is otherwise in conformance with applicable law, local zoning ordinances, governmental guidelines, or restrictions.*

B. Every Homeowner shall also have:

- (i) An exclusive easement for the existence and continuance of any encroachment by his/her Home upon any adjoining Home now existing or which may come into existence as a result of construction, repair, shifting, settlement, movement of any portion of a Building or a Home, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Building stands.
- (ii) A non-exclusive easement for ingress and egress to his/her Home or parking space in, upon, under, over, across and through the common roads and walkways or the Common Property owned by the HOA all as may be reasonably required.
- (iii) A non-exclusive easement to use and maintain all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located on any portion of the Property which serves the Lot or Home of an individual Homeowner(s).

- a. The HOA or its representative shall have the right of access to each Home to inspect and correct any conditions threatening another Home or violating any provision set forth in the CCRs, the By-Laws or in any regulation promulgated by the HOA.
  - b. *Requests for entry shall be made* in advance and that any such entry is at a time reasonably convenient to the Homeowner. In case of an emergency, such right of entry shall be immediate, whether the Homeowner is present at the time or not.
- C. The HOA, its successors and assigns shall have and enjoy the following easements:
  - (i) A blanket and non-exclusive easement in, upon, over, under, through and across the Common Property *for the ingress and egress to all Homes, the use of all roads, parking areas, and walkways and the purpose of maintenance and repair of existing and future Buildings.* appurtenances, whether located upon the Property or elsewhere within the Community.
    - a. HOA reserves the irrevocable right to enter into, upon, over or under any Home for such purposes as may be reasonably necessary for the HOA or its agents to service any home, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Homeowners.
    - b. In case of an emergency, such right of entry shall be immediate whether the Homeowner is present at the time or not.
  - (ii) A blanket perpetual and non-exclusive easement in, upon, over, under, across and through the Property for the purpose of installation, maintenance, repair and replacement of all, if applicable, sewer, water, power and telephone, pipes, lines, mains, conduits, poles, transformers, master television antennas or cable facilities and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property. *This subsection shall not be construed to expand the HOA's maintenance responsibilities under these CCRs.*
  - (iii) Should any governmental agency or utility company furnishing one of *these* services request a specific easement by a separate recordable instrument in connection with the furnishing of any such service, the Board shall have the right to grant such easement provided that it does not materially impair the rights of any Homeowner.
- D. The State of Maryland and/or the County of Frederick, Maryland, its officers, agents and employees (but not the public in general) shall have a blanket perpetual and non-exclusive easement to enter upon the Property for purposes of maintaining the safety, health, welfare and police and fire protection of the residents of Frederick County, Maryland.
- E. The HOA, its officers, agents or employees and all policemen, firemen and ambulance personnel shall have a blanket, perpetual and non-exclusive easement to enter the Property or any part in the proper performance of their respective duties (including, but not limited to, emergency or other necessary repairs to a Home which the Homeowner has failed to perform) and for repair and maintenance of other portions of the Property. Except in the event of emergencies, the rights accompanying the easements provided for in this paragraph shall be exercised only during reasonable daylight hours and then, whenever practical, only after advance notice to and with permission of the Homeowner(s) directly affected.
- F. The HOA, its officers, agents or employees shall have a perpetual exclusive easement for the existence, continuance, and maintenance of any improvements which presently or may encroach upon a Lot or Home.



- G. Any bank, mortgage banker or other institutional lender who is the owner of a mortgage which encumbers any Home, its officers, agents, and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Property or any part to inspect the condition and repair of same. This right shall be exercised only during reasonable daylight hours, and then, whenever practical, only after advance notice to and with the permission of the HOA.
- H. Any utility company or entity furnishing utility service, including cable, to the Property, its agents and employees shall have a blanket, perpetual and nonexclusive easement to enter the Property, or any part, in order to read meters, service or repair utility lines and equipment and do everything and anything else necessary to properly maintain and furnish utility service to the Property and Homes.
- I. The HOA and Homeowners, their successors and assigns shall have a blanket perpetual and non-exclusive easement in common in, upon, over, under, across and through the Property for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Homeowner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property.

Section 4. Restrictions Applicable to the Property. *To preserve the character of the Property as Housing for Older Persons (55 years of age and older) and for the protection of the value of the Homes, the HOA declares and/or confirms that the Property shall be subject to all covenants, easements and restrictions, and that all of which shall be perpetual in nature and run with the land:*

- A. *No Home shall be used for any purpose other than as a private residence.*
- B. *The area known as Crestwood Village I located South of Crestwood Boulevard is designated as housing for older persons who are 55 years of age and older.*
  - (i) *The number of residents residing in any Home in Crestwood I shall be limited to:*
    - (a) *In the case of family units of three (3) persons or less, at least one (1) must be 55 years of age or over and only two (2) children 19 years of age or over may reside with a parent(s).*
    - (b) *In no event shall more than three (3) persons permanently reside in any Home. However, where there is no bedroom (studio model), only one (1) person may permanently reside in said Home.*
  - (ii) *The Board may adopt, publish and enforce such policies and procedures and rules and regulations as are deemed necessary by the Board in order to demonstrate an intent to maintain the status of the Crestwood I as housing for older persons under the Fair Housing Acts. Such policies and procedures may provide for verification of the age of the occupants by reliable surveys and affidavits.*
  - (iii) *These requirements are intended to comply with the exemption requirements under the Fair Housing Acts and any regulations issued thereunder. All Homeowners and occupants of Homes acknowledge and agree that it is the intent of the HOA and Crestwood I, that Crestwood I is to be operated in compliance with the Fair Housing Acts, which exempt "housing for older persons" from the prohibitions against discrimination because of familial status, no representation or warranty is made that the HOA and/or Crestwood I complies or will comply with the Fair Housing Acts.*

*If for any reason the HOA and/or Crestwood I is deemed not in compliance with the Fair Housing Acts and, therefore, not exempt from the prohibitions against discrimination because of familial status, neither HOA nor Crestwood I nor their respective directors, officers, agents or employees shall have any liability.*

- C. The area known as Crestwood Village II (north of Crestwood Boulevard) is designated as an "All-Age Section."
- D. There shall be no obstruction of access to any Common Property. The use of storage areas within the Common Property, if any, shall be in accordance with Rules and Regulations promulgated by the HOA.
- E. No Homeowner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Property without the prior written consent of the HOA, except the Homeowner may:
  - (i) Plant and maintain flowers and shrubbery in the beds immediately adjacent to *his/her* dwelling and
  - (ii) Plant *and maintain* flowers, trees, shrubbery and gardens within the area appurtenant to *his/her* Home and as provided in the Architectural Review Committee (ARC) Guidelines prepared by the HOA, a copy of which shall be available at the office of the HOA during reasonable business hours.
- F. No person shall place trash, garbage, excess materials of any kind on or about the Property except in designated receptacles.
  - (i) *No person shall burn anything on, over or above the Property.*
  - (ii) *Each Homeowner shall be responsible for placing all trash/waste in receptacles provided by the HOA (if applicable).*
  - (iii) *Receptacles provided by Homeowners shall be made of durable material which shall be stored, except on collection days, in such a manner so as to not be visible from the front view of the Home.*
  - (iv) *Recycle bins are provided by Frederick County and shall be stored, except on collection days, in such a manner as to not be visible from the front view of the Home when reasonably possible. In Homes without garages, there is no expectation to store recycle bins in the interior of the home.*
- G. Homeowners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any Building without the prior written approval of the HOA.
- H. Each Homeowner shall report to the Board or property management any defect or need for repairs for which the HOA is responsible.
- I. *Each Homeowner shall furnish, perform and be responsible for, at his/her own expense, the repair, maintenance, replacement, and decoration of the interior of his/her Home.* However, the HOA, its agents and employees may affect emergency or other necessary repairs which the Homeowner has failed to perform and charge the cost of same to the Homeowner(s) involved.
- J. Maintenance, repairs and replacements of the plumbing fixtures and systems, heating and air conditioning systems, windows, doors, electrical systems and receptacles, breaker boxes, kitchen appliances and equipment and lighting fixtures within the Home (including the lighting fixtures attached to the exterior of Building) shall be at the Homeowner's sole cost and expense.
- K. *No Homeowner shall permit anything to be done or kept in his/her Home or Lot or in or upon the Common Property, without the prior written consent of the HOA, which will:*
  - (i) *Be in violation of any law,*
  - (ii) *Result in the cancellation of insurance on any of the Buildings or their contents, or*
  - (iv) *Increase the rates of insurance of the Building(s) or its contents.*

- L. *No signs or, to the extent permitted by federal law, exterior antennas shall be affixed or placed upon the exterior walls or roofs or any part, nor relocated on or extended from any Home without the written consent of the Board. Satellite dishes/masts are allowed within ARC Guidelines. If any exterior ornamentation is the subject of complaints, the Board shall have the authority to have the ornamentation removed.*
- M. *Laundry may be hung in accordance with current ARC Guidelines.*
- N. Homeowners shall not cause or permit any signs to be displayed on the Property advertising the sale or lease of their Homes or for any other purpose which is not permitted by the Rules and Regulations of the HOA. The Board reserves the right to post signs on Common Property for administrative purposes.
- O. *No animals of any kind shall be bred in any Home or Lot or upon the Common Property except as permitted by the Rules and Regulations of the HOA regarding the keeping of domestic pets. Additionally, no wild animals shall be fed with the exception of birds from authorized bird feeders as described in the ARC Guidelines.*
- P. No noxious or offensive activities shall be carried on, in or upon the Property or in any Building nor shall anything be done either willfully or negligently which may be or become an annoyance or nuisance to the other Resident(s).
- Q. *Nothing shall be done to any Building which will impair the structural integrity of any Building.*
- R. No Homeowner may make any structural additions, alterations or improvements to the exterior of his/her Home or impair any easement without the prior written approval of the HOA.
  - (i) The Board shall answer any written request received by it from a Homeowner for approval of a proposed structural addition, alteration or improvement to such Homeowner's Home within 30 days after receipt of such requests. If the Board fails to advise the applicant by written notice within thirty (30) calendar days of receipt of a complete request of either the approval or disapproval of the request, the Homeowner shall give the Board written notice of the Board's failure to respond. Upon such further failure of the Board to grant a pre-approval or disapproval, the Board's approval shall be deemed to have been given.
  - (ii) Any application to any municipal authority for a permit to make an addition, alteration or improvement to any Home must be approved by the Board. Such approval, however, shall not incur any liability on the part of the HOA to any contractor, subcontractor, or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property.
  - (iii) The Homeowner(s) shall furnish the HOA with a copy of any permit(s) which he/she has procured prior to the commencement of the construction of such addition, alteration or improvement.
- S. In no event shall there be erected or planted upon any Lot or Home any fabricated fence, hedge or other growing fence except if approved by the Board.
- T. *No commercial vehicles may park overnight. No boats, trailers, campers or mobile homes may be parked on any part of the Property except:*
  - (i) *Vehicles temporarily in areas specifically designated by the HOA with notification to the Property Manager; and*
  - (ii) *Vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Homes.*

- U. No activity, use or practice shall be permitted on the Property which is a source of annoyance to Residents or which interferes with the peaceful possession and proper use of the Property by its Residents.
- V. All valid laws, zoning ordinances and regulations of any governmental bodies having jurisdiction shall be observed.
- W. *Each Homeowner shall be responsible for ensuring that their tenants, lessees, invitee, guests and employees comply with all provisions in these documents.*
- X. *No Homeowner may lease or rent less than an entire Home.*
  - (i) *Homeowner(s) of a leased or rented Home shall notify the HOA in writing of the Homeowners' current address.*
  - (ii) *The Homeowner(s) of a leased or rented Home shall be jointly and severally liable with his tenant(s) to the HOA to pay any claim for injury or damage to persons or property caused by any action or omission, including, without limitation, the negligence of the tenant(s). Every lease shall be subordinate to any lien filed by the HOA, whether before or after such lease was entered into.*
  - (iii) *No Home shall be rented by the Homeowner for transient or hotel purposes which shall be defined as:*
    - (a) Rental for any period less than 90 days (The exception shall be a lender in possession of such Home following a default in a first mortgage, a foreclosure proceeding on any deed or other arrangement in lieu of foreclosure); or*
    - (b) Any rental if the occupants of the Home are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service.*
- Y. Each Homeowner shall have the right to mortgage or encumber *his/her* Home provided that such mortgage or encumbrance is made to a bank, mortgage banker, trust company, savings and loan association, pension fund or other institutional lender or is a purchase money mortgage made to the seller of a Home.
- Z. *Each Homeowner shall pay for his/her own separately billed and metered utilities. Utilities which are not separately metered or billed shall be treated as part of the HOA fees.*
- AA. The HOA shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these restrictions and shall have the right to bring lawsuits to enforce the Rules and Regulations promulgated by it. *To the extent permitted by Maryland law, the Board shall have the final word where there are questions, where annoyances or disturbances occur, or in cases not addressed.*
  - (i) *The HOA shall further have the right to levy fines for violation of such regulations, provided that the fine for a single violation may not under any circumstances exceed \$50.00 a day. For each day a violation continues after notice, it shall be considered a separate violation.*
  - (ii) *Any fine so levied is to be considered an assessment levied against the particular Homeowner involved. The collection may be enforced by the HOA in the same manner as the HOA is entitled to enforce collection of other assessments. Fines may be levied against a Homeowner's tenant, and the Homeowner shall be jointly and severally liable with his tenant for the payment of same.*
  - (iii) *In the event the HOA institutes legal action for collection of any fines and if the HOA prevails in such action, it shall be entitled to an award by the court in such action of its reasonable attorney fees plus interest and costs of such legal action.*

*The current ARC Guidelines provide more detailed information. Homeowners may avail themselves of an Appeals Committee that acts in an advisory capacity to the Board.*

#### **ARTICLE IV: Assessments**

Section 1. Creation of the Lien. Every Homeowner by acceptance of a deed or other conveyance for a Home, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the HOA such sums, by way of annual or special assessments, *fin*es, *charges* or *other amounts accruing under these CCRs*.

- A. Each assessment shall be the personal obligation of the Homeowner at the time when the assessment falls due.
- B. Any unpaid assessment(s), together with interest and the cost of collection (including reasonable attorney fees) shall be a continuing lien upon the Home against which each assessment is made.
- C. The State of Maryland and the County of Frederick may have a continuing lien against each Home for its prorata share of all real estate taxes and assessments levied against the Common Property. Any such lien shall be apportioned equally among all Homes and shall be enforceable by such governmental agencies in the manner provided by law with respect to real estate taxes and assessments levied directly against each Home.

Section 2. Purpose of Assessments. The annual assessments levied by the HOA shall be used exclusively for promoting the health, safety, pleasure and welfare of the Homeowners and for the costs and expenses incidental to the operation of the HOA including:

- A. Limited maintenance and repair of the exterior of Homes, *in accordance with the most current Board resolution*;
- B. Lawn mowing *and snow removal* for all portions of the Community;
- C. Maintenance of services furnished by the HOA;
- D. Repair and replacement of improvements on the Common Property;
- E. Payment of all taxes and insurance premiums required to be paid by the HOA; and
- F. All costs and expenses incidental to the operation and administration of the HOA and its facilities and services.

Section 3. Amount of Annual Assessments. It shall be an affirmative obligation of the HOA and its Board to determine assessments.

- A. The amount of the assessments shall be sufficient to:
  - (i) *Maintain all lawns, rake leaves, collect trash, plow snow, and perform various other tasks within the Property,*
  - (ii) *Maintain and operate the Common Property and*
  - (iii) *Pay all taxes and insurance premiums.*
  - (iv) *Cover any other expenditures required pursuant to Article IV Section 2 of these CCRs.*
- B. The amount of monies for assessments deemed necessary by the Board to discharge its responsibilities and the manner of, including but not limited to, allocations and expenditures shall be a matter for the sole discretion of the Board.
- C. *The amount of assessments for individual Homes shall be based on Home model.*

Section 4. Date of Commencement of Annual Assessments and Due Dates. *The annual assessments shall commence, on the date fixed by the Board and shall be due and payable on such dates as may be prescribed by the Board.*

Section 5. Special Assessments. *In addition to the annual assessments authorized by Section 3 of this Article, the Board may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property, including necessary furniture, fixtures, equipment and other property or for other lawful purposes.*

Section 6. List of Assessments, Notice of Assessment, Certificate as to Payment. The Board shall cause to be prepared, at least 30 days in advance of the due date of each assessment, a list of the properties and the assessments applicable, in alphabetical order, according to the names of the Homeowners. This list shall be kept in the HOA office and shall be open to inspection, upon request, by any Homeowner. Written notice of the assessments shall be sent to every Homeowner.

- A. The HOA shall, upon the request of any Homeowner or mortgagee, liable for an assessment or of the mortgage of any Home, furnish to the Homeowner or mortgagee a certificate in writing signed by an officer of the HOA, setting forth whether or not the assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments stated to have been paid.
- B. If a written notice of an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the prior year's assessment, and any installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.
- C. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, provided, that nothing shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency.

Section 7. Acceleration of Assessment Installments and Other Remedies of the HOA. If a Homeowner is in default on the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment upon notice to the Homeowner. If such default shall continue for a period of 30 days, then the Board *may* be obligated to:

- A. Accelerate the remaining installments of the assessment,
- B. File a lien for the accelerated assessment, and
- C. Notify any mortgagee of a Home in default if the mortgagee has requested such notice from the HOA in writing.

If the default continues for a period of 90 days, the Board *may* foreclose the lien pursuant to law and/or to commence a suit against the Homeowner(s) to collect *the* assessment.

Section 8. Interest and Counsel Fees. The Board, at its option, shall have the right in connection with the collection of assessments, or any other charge, to impose an interest charge at the legal maximum *permitted by Maryland law* if such payment is made after the date stated in the notice. In the event that the Board shall effectuate collection of charges by resort to counsel, the Board may add to the charge or charges *its actually incurred* counsel fees in addition to other costs allowable by law.

## **ARTICLE V: Additional Services**

Section 1. Procedures for Additional Services. *In addition to the required maintenance of the Property and its improvements and facilities and the services required to be performed, the HOA may furnish (but shall not be required to furnish) such additional services as the Board may propose by resolution. Additional services may also be proposed by a petition signed by at least 25 percent of Homeowners in Good Standing submitted to the Board. However, any proposed additional services shall then only be approved by a vote in person or by absentee ballot of 60 percent of all the votes cast at a Special Meeting of the HOA called for this purpose. Written notice of the Special Meeting shall be sent to all Homeowners at least 30 days in advance. The notice shall contain the purpose of the meeting and the proposed additional services to be authorized.*

- A. *Any proposed additional services by either the Board or Homeowners that fails to be approved by a vote of the HOA may not be proposed again by either the Board or Homeowners for a minimum of three (3) years after the failed vote. However, if 50 percent of eligible Homeowners provide a petition to the Board for a sooner consideration of previously-failed proposed services, another vote may be taken at another Special Meeting of the HOA.*
- B. *Converting an existing sports facility or area to another type of sports activity is not considered an additional service and the conversion may be done by Board approval alone.*
- C. *Installation of a facility/feature required by law or to accommodate disabilities is not considered an additional service subject to a vote of the HOA.*

## **ARTICLE VI: General Provisions**

Section 1. Duration. *These CCRs shall run with and bind all of the Property perpetually, and shall inure to the benefit of and be enforceable by the HOA, and the Homeowners of any portion of this Property, their respective successors, assigns, heirs, executors, administrators and personal representatives and shall have a duration of 21 years. These CCRs shall be automatically extended for successive periods of ten (10) years each, unless approved by at least 60 percent of all the votes cast by eligible Homeowners at a Special Meeting to change these CCRs, in whole or in part, at the time of the expiration of the initial period, or of any extension period.*

Section 2. Enforcement. *Enforcement of these CCRs shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision contained, either to restrain or enjoin such violation or threatened violation or to recover damages, and against any Homeowner to enforce any lien created by these CCRs.*

- A. *Failure by the HOA or any Homeowner to enforce any covenant or restriction for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same.*
- B. *In the event that the HOA should at any time fail to discharge its obligations to maintain any portion of the Property as required by these CCRs or to enforce their provisions, any Homeowner shall have the right to enforce such obligations by any proceeding at law or equity. A failure to so enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so.*

Section 3. Severability. Should any covenant or restriction, or any Article, Section, subsection, sentence, clause, phrase or term in these CCRs be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties and the subject matter, such judgment shall in no way affect the other provisions which are hereby declared to be severable, and which shall remain in full force and effect.

Section 4. Amendments. *These CCRs may be amended at any time when approved by a vote of at least 60 percent of all the votes cast by the HOA at a Special Meeting called by the Board for this purpose. Written notice of the Special Meeting shall be sent to all Homeowners of the exact language of the amendment at least 30 days in advance. All of the following shall apply:*

- A. No amendment shall be effective until recorded among the Land Records of Frederick County, Maryland.*
- B. No amendment may be so affected which would permit any of the following:
  - (i) Any Homeowner to be exempted from the payment of any assessment,*
  - (ii) The obligation or proportionate responsibility for the payment of assessments with respect to Homes or Common Property to be changed or*
  - (iii) Modifying any restrictions or easements in Article III, Section 3 or 4.**
- C. In no event may the rights of the County of Frederick, Maryland be modified in any manner, without the express consent, by ordinance, of the governing body of the County of Frederick, Maryland.*
- D. The administration and maintenance of the Property and its common facilities shall be by the HOA in accordance with the provisions of these CCRs, the Articles of Incorporation, By-Laws and Rules and Regulations of the HOA and any other documents, amendments, or supplements which may subsequently be required by a bank, mortgage banker or other institutional lender or by any governmental agency having regulatory jurisdiction over the Property or by any title insurance company selected by the HOA to insure any title to the Common Property.*
- E. By acceptance of a deed to any Home or by the acceptance of any other legal or equitable interest in the Property, each and every contract purchaser, Homeowner, or holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm the HOA, its successors and assigns, as attorney-in-fact for the purpose of executing such amended CCRs and other Documents.*

Section 5. Waiver. No provision contained in these CCRs shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 6. Rule Against Perpetuities. If any provisions of these CCRs or the By-Laws shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Kennedy, deceased, former Senator of the State of New York, plus 21 years.



Section 7. Ratification, Confirmation and Approval of Agreements. *The purchase of a Home, and the acceptance of the Deed by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreement(s), or any other agreements authorized and permitted by the Federal Fair Housing Act, Maryland Homeowners Act, Maryland Condominium Act, Maryland Code Corporations and Associations, Maryland Code Real Property, these CCRs, the Articles of Incorporation or the By-Laws of the HOA.*

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Homeowners Association has caused this Declaration of Covenants, Conditions and Restrictions (CCRs) to be executed the day and year first above written, by its President and attested by its Secretary, and the corporate seal affixed, pursuant to a vote of the Crestwood Village at Frederick Homeowners Association Inc. conducted in accordance with the Maryland Homeowners Act, Section 11B-116.

ATTEST:

CRESTWOOD VILLAGE AT FREDERICK  
HOMEOWNERS ASSOCIATION, INC.

\_\_\_\_\_  
Name, Secretary

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

Name, President

## DESCRIPTION OF PROPERTY

FELLOWS, READ & WEBER, INC.  
CONSULTING ENGINEERS

MARYLAND DIVISION

FORMERLY

J. B. FERGUSON ENGINEERING, INC.

Conveyed by For Release

To

Location

Prepared by R.R.K., C.E.D.  
Chkd. by  
From Court Record L.

Date 8/1/83

from survey by

Date

F

Plan No.

Notes No.

Bearings: Approx

True

Mag

Variation

Copies to

NO.	BEARINGS	DISTANCE	CALL
	The following described tract of land situated north of Crestwood Village Blvd. in the Frederick Election District of Frederick County, Maryland.		
	Beginning at a concrete monument No. 1528 as shown on a plat "Crestwood Village at Frederick, MD, Lot No. 1 Clubhouse" recorded in Plat Book 20, Page 12 among the Plat records of Frederick County, Maryland, said monument No. 1528 having a Maryland Grid Coordinate of North 567,740.51, an East Coordinate of 678,674.68, running thence with the Maryland Grid courses,		
1.	N.75°02'00"E.	42.43'	to a point; thence with the west margin line of Burning Bush Drive
2.	N.30°02'00"E.	138.35'	to a point; thence by a curve to the left having a radius of 970.00', an arc length of 52.10' subtended by a chord bearing and distance of
3.	N.28°29'40"E.	52.10'	to a point; thence
4.	N.19°33'40"W.	36.28'	to a point; thence with the south margin line of Wisteria Way
5.	N.66°04'39"W.	65.09'	to a point; thence by a curve to the right having a radius of 300.00', an arch length of 186.16', subtended by a chord bearing and distance of
6.	N.48°18'04"W.	183.18'	to a point; thence
7.	N.30°31'28"W.	368.92'	to a point; thence crossing and leaving said Wisteria Way
8.	N.54°49'27"E.	408.00'	to a point; thence
9.	S.80°51'57"E.	266.56'	to a point; thence
10.	S.37°40'08"E.	118.90'	to a point in the west margin line of Burning Bush Drive thence with said margin line by a curve to the left having a radius of 430.00', an arc length of 153.64', subtended by a chord bearing and distance of
11.	S.42°05'43"W.	152.82'	to a point; thence crossing said Burning Bush Drive
12.	S.58°08'26"W.	60.00'	to a point on the east margin line of Burning Bush Drive; thence with said margin line by a curve to the left having a radius of 370.00', an arch length of 108.66', subtended by a chord bearing and distance of
13.	S.23°26'47"W.	108.27'	to a point; thence
EXHIBIT A			

Exhibit A

## DESCRIPTION OF PROPERTY

FELLOWS, READ & WEBER, INC.  
CONSULTING ENGINEERS

MARYLAND DIVISION

FORMERLY

J. B. FERGUSON ENGINEERING, INC.

Conveyed by

To

Location

Prepared by

Date

from survey by

Date

Chkd. by

F

Plan No.

Notes No.

From Court Record L.

Bearings: Approx

True

Mag

Variation

Copies to

NO.	BEARINGS	DISTANCE	CALL
14.	S.15°02'00"W.	188.35'	to a point; thence with said margin line by a curve to the right having a radius of 1,030.00', an arc length of 269.65', subtended by a chord bearing and distance of
15.	S.22°32'00"W.	268.88'	to a point; thence
16.	S.30°02'00"W.	138.35'	to a point; thence
17.	S.14°58'00"E.	42.43'	to a point in the north margin line of Crestwood Village Blvd.; thence with said margin line crossing said Burning Bush Drive to the place of beginning containing 7.0327 acres.
18.	N.59°58'00"W.	120.00'	

Subject to a 40 foot wide sewer easement conveyed to the Frederick County Department of Public Works and all other easements required as shown on the attached plat.

Subject also to all the area within the right-of-way lines of Burning Bush Drive and Wisteria Way to be dedicated on final plat.

Being a portion of the land conveyed by Sabray Limited Partnership to Crestwood Village, Inc., by deed dated February 14, 1978 and recorded in Deed Book 1042, Page 222 among the land records of Frederick County, Maryland.

Exhibit A

**This Deed**, made this 31<sup>st</sup> day December of 2014, by and between Frederick County, Maryland, formerly known as the Board of County Commissioners of Frederick County, Maryland, a body corporate and politic of the state of Maryland, party of the first part, Grantor; and Crestwood Village at Frederick Homeowners Association, Inc., party of the second part, Grantee.

- Witnesseth -

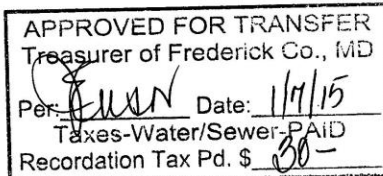
**That for and in consideration** of the sum of Two Thousand Five Hundred And 00/100 Dollars (\$2,500.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said Crestwood Village at Frederick Homeowners Association, Inc., as sole owner, in fee simple, all those lots of ground situate in the County of Frederick, State of Maryland and described as follows, that is to say:

Being known and designated as Parcel "1" Open Space and Parcel "2" Open Space on a plat entitled "Frederick County, Maryland (Parcels 1 & 2) Addition to Crestwood Village at Frederick Homeowners Association, Inc. (Parcels A & B) portions previously recorded in P.B. 30 Pg. 187, Crestwood Village" recorded in Plat Book 94 at plat 190 among the Land Records of Frederick County, Maryland.

BEING the fee simple property which, by Deed dated November 14, 1978, and recorded in the Land Records of the County of Frederick, Maryland, in Liber 1076, Folio 211, was granted and conveyed by Crestwood Village, Inc. unto The Board of County Commissioners of Frederick County, Maryland.

**Together** with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

**Subject To** a Declaration to Establish and Retain Easements for water and sewer dated the 18<sup>th</sup> day of November 2014 and recorded in Liber 10291, folio 366, and the easements set forth in a Deed and Easement dated the 14<sup>th</sup> day of November 1978 and recorded in Liber 1076, folio 211, among the aforesaid land records.



IMP. FD SURE \$	40.00
RECORDING FEE	20.00
TR. TAX STATE	12.50
TOTAL	72.50
Reg# FR03	Rcpt # 37256
SKD LHM	BLK # 873
Jan 12, 2015	10:48 am

FREDERICK COUNTY CIRCUIT COURT (Land Records) SKD 10351, p. 0377, MSA, CE61\_10197, Date available 01/14/2015, Printed 11/19/2020.

**Retaining and Reserving** unto the Grantor an easement over and across Parcel "2" Open Space for the purposes of ingress, egress and maintaining pedestrian and vehicular access, by the Grantor, its agents and employees, between Crabapple Drive and the easement area described in the aforesaid Declaration recorded in Liber 10291, folio 366, for the purposes of access to the Grantor's water and sewer lines. The Grantors reserve the right to utilize the easement area, defined as any area of reasonable width and grade for aforesaid pedestrian and vehicular access, for purposes of ingress and egress to and from Crabapple Drive or other adjacent lands of the Grantee as necessary to maintain, construct, repair, replace, alter and operate water and sewer lines and appurtenances in the water and sewer easement areas on and adjacent to Parcel "2" Open Space. The Grantor shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in the access easement area that materially interfere with Grantor's access.

**The Grantor and Grantee** hereby acknowledge the existence of two abandoned wells on the parcels conveyed herein, one well on each parcel, and the Grantee hereby releases the Grantor from any claims, liability, or responsibility related to said wells.

**To Have and To Hold** the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Crestwood Village at Frederick Homeowners Association, Inc., as sole owner, in fee simple.

**And** the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

**As Witness** the hand and seal of said Grantor, the day and year first above written.

WITNESS:

Frederick County, Maryland formerly known as the Board of County Commissioners of Frederick County, Maryland, a body corporate and politic of the state of Maryland

Pattimorrow

Jan H. Gardner {Seal}  
Jan H. Gardner, County Executive  
Grantor

KAM  
12/31/14

WITNESS:

Crestwood Village at Frederick Homeowners Association, Inc., a Maryland corporation

Harold Portman

Shelby H. Siegrist {Seal}  
By: Shelby H. Siegrist  
Title: President

Grantee



STATE OF MARYLAND, COUNTY OF Frederick, to wit:

I hereby certify that on this 31<sup>st</sup> day of December, 2014 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Jan H. Gardner, County Executive for Frederick County, Maryland formerly known as the Board of County Commissioners of Frederick County, Maryland, the Grantor herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be her act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.



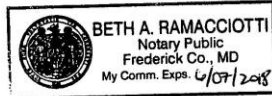
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Patricia A. Morrow  
Notary Public  
My commission expires: Jan. 9, 2016

STATE OF MARYLAND, COUNTY OF Frederick, to wit:

I hereby certify that on this 31<sup>st</sup> day of December, 2014 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Shelby W. Siegrist, President of Crestwood Village at Frederick Homeowners Association, Inc., a Maryland corporation, the Grantee herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be his/her act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

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



Beth A. Ramacciotti  
Notary Public  
My commission expires: 6/07/2018

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Katrina Hallein  
Attorney Katrina Hallein

AFTER RECORDING, PLEASE RETURN TO:  
**Crestwood Village at Frederick Homeowners Association, Inc.**

State of Maryland Land Instrument Intake Sheet																																																															
<div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Baltimore City <input checked="" type="checkbox"/> County: Frederick</span> <span>BK 10351 PG 0380</span> </div> <p style="text-align: center; font-size: small;">Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only. (Type or Print in Black Ink Only—All Copies Must Be Legible)</p>																																																															
<div style="display: flex;"> <div style="width: 20%;"> <b>1 Type(s) of Instruments</b>  <input type="checkbox"/> Deed  <input type="checkbox"/> Deed of Trust  <input checked="" type="checkbox"/> Improved Sale Arms-Length [1]  <input type="checkbox"/> Unimproved Sale Arms-Length [2]  <input type="checkbox"/> Multiple Accounts Arms-Length [3]  <input type="checkbox"/> Not an Arms-Length Sale [9]                 </div> <div style="width: 80%;"> <input type="checkbox"/> Check Box if addendum Intake Form is Attached.                 </div> </div>																																																															
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