

3268100606

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**DECLARATION OF EASEMENT
FOR PRIVATE ENTRANCE FEATURE AND LANDSCAPING
AND COVENANT FOR MAINTENANCE**

THIS DECLARATION is made this 15th day of May, 1994, by
UPCHURCH PROPERTY PARTNERSHIP, hereinafter referred to as
"Declarant".

WHEREAS, Declarant is the owner of certain real property
located in Howard County, State of Maryland, and more
particularly described in a certain Partnership Agreement dated
April 27, 1994 and recorded among the Land Records of Howard
County, Maryland in Liber 3235 at folio 410, and

WHEREAS, Declarant is in the process of subdividing said
land into certain additional lots which shall be shown on a Plat
entitled, "Fulton Manor, Lots 1, 2 and 3"; which Plat is
intended to be recorded among the Land Records of Howard County
sometime hereafter, and

WHEREAS, a portion of Lot 1 as shown on the aforesaid new
Plat of Subdivision will be used as a private entrance feature
with appurtenant landscaping for the benefit of Lot 1 and
various other parcels, and

WHEREAS, Declarant desires to create, in perpetuity, an
easement for such purposes.

**PAYMENT OF TAXES
NOT NECESSARY**

IMP TO SURETY 2.00
POSTAGE & HAND 0.50
RECORDING FEE 24.00
TOTAL 26.50
SC04H082 R0711432
FOR MCD 01/01/96
JUN 25 1994 21:30

[Signature]
6/8/94
1

2150
2700

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NOW THEREFORE, THIS DECLARATION WITNESSETH:

1. The Declarant, for itself, its successors and assigns, does hereby affirm, declare and create a perpetual easement in, through, over and across the area of ground more particularly described and designated on Exhibit "A" attached hereto.

2. The easement described in and created pursuant to the provisions of Paragraph 1 above, shall be for the purpose of a private entrance feature with appurtenant landscaping for the benefit of all real property currently owned by the Declarant, Upchurch Property Partnership, and shall be a burden upon the parcel on which the same is located, and shall be for the benefit of the parcel(s) served thereby, and shall run with and bind the land in perpetuity.

3. In order to provide for the common maintenance of the entrance feature and landscaping improvements installed or to be installed in, through, over and across the above described easement area, Declarant, for itself, its successors and assigns, does hereby covenant and declare as follows:

A. All costs of maintenance of the private entrance feature and landscaping improvements installed or to be installed in the above-described easement area, shall be borne in equal shares by the owners of benefiting parcels; as

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determined by their use, as a means of ingress and egress, of the new road to be constructed to the west of the easement area.

B. For a period of three years from the date of this Declaration, Declarant, or its designee, shall make all decisions with regard to maintenance and/or improvements to the easement area. Thereafter, all decisions with regard to maintenance and/or improvements to the easement area shall be made by the owners of a majority of the parcels benefitted thereby. In the event of a tie, Declarant or its designee shall cast the deciding vote.

C. Any and all obligations created by or arising out of the provisions of sub-paragraph A and B above shall be personal only with the owners of the parcels at the time that the costs in question are incurred and shall not be a lien or charge upon any of the parcels at any time.

4. Any dispute arising out of this Declaration shall be decided by binding arbitration pursuant to the then existing rules and regulations of the American Arbitration Association. The Declarant and/or any owner and/or an appropriate homeowners association may enforce the provisions herein and shall be entitled to reasonable attorneys fees, prejudgment interest at a rate of one percent (1%) per month and costs against any defaulting party.

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IN WITNESS WHEREOF, Declarant has executed these presents
the day and year first above written.

UPCHURCH PROPERTY PARTNERSHIP
BY:

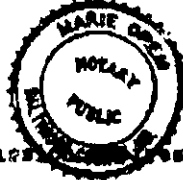
Marie J. Cooper
Witness

Earl Collins
Earl Collins, Managing Partner

STATE OF MARYLAND, COUNTY OF _____ TO WIT:

I HEREBY CERTIFY, that on this 11th day of June,
1994, before me, the subscriber, a Notary Public of the State
aforesaid, personally appeared Earl Collins, Managing Partner of
Upchurch Property Partnership, known to me or proven to be the
persons whose names are subscribed to the within instrument, and
acknowledged that he executed the same as Managing Partner, for
the purposes therein contained and that he had appropriate
Partnership authority to do so.

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



Marie J. Cooper
Notary Public

My Commission Expires: 11/1/95

AFTER RECORDING. RETURN ORIGINAL TO:
Jack E. Cooper, F.A.
5950 Symphony Woods Road, Suite 310
Columbia, Maryland 21044

AHT EC-4190

NO TITLE EXAMINATION
NO TITLE LIABILITY TO PREPARER
NO CONSIDERATION

TO: EACR
FROM: Jack

THIS DEED, Made this 14th day of NOVEMBER, 1997, by and between **UPCHURCH PROPERTY PARTNERSHIP**, A Maryland General Partnership, Party of the First Part, Grantor; and **FULTON MANOR HOMEOWNER'S ASSOCIATION, INC.**, A Maryland Corporation, Party of the Second Part, Grantee.

WITNESSETH, That in consideration of the sum of No Dollars, the signatory hereto swearing and affirming under the penalties of perjury that the actual consideration of this Deed is "NO CONSIDERATION", the said UPCHURCH PROPERTY PARTNERSHIP does hereby grant and convey unto FULTON MANOR HOMEOWNER'S ASSOCIATION, INC., its successors and assigns, in fee simple, all those lots of ground and premises situate in Howard County, Maryland, and described as follows:

SEE EXHIBIT A, ATTACHED HERETO FOR DESCRIPTIONS.

BEING part of that property which by Deed dated January 4, 1994, and recorded in Liber 3356, folio 229, among the Land Records of Howard County, Maryland, was granted and conveyed by Otha D. Upchurch and Carol F. Upchurch, his wife, and Upchurch Property Partnership to Upchurch Property Partnership.

SUBJECT TO restrictions, easements, dedications, reservations, notations and all matters set forth on subdivision plats recorded as Plats M.D.R. Nos. 11567 through 11570, inclusive, among the Land Records of Howard County, Maryland.

SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

TOGETHER WITH the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

RECEIVED

NOV 17 1997

State Dept. of Assessments
and Taxation - Howard County

RECEIVED FOR TRANSMISSION
State Department of
Assessments & Taxation
for Howard County

All Taxes on Assessments certified
to the Collector of Taxes for
Howard County, Md. by 11/17/97 723
have been paid. This statement is for
the purpose of permitting recordation
and is not assurance against further
taxation even for prior periods, nor
does it guarantee satisfaction of
outstanding tax sales.

05-418097
05-418143

05-417929
05-418038
05-418321

3000
500

RESERVING unto the Grantor, its agents and/or assigns, an easement over the subject property to the extent necessary and for the limited purposes of entering upon the property and conducting such activities as may be necessary to fulfill its obligations, and the obligations of its principals, pursuant to (a) any applicable Developer Agreement with Howard County, Maryland, (b) any applicable Forest Conservation Easement and Agreement, and (c) applicable state and county regulations with respect to the above-referenced Agreements.

This reservation shall expire at such time as the Grantor and its principals have fully complied with all of their obligations pursuant to the aforesaid documents and the applicable ordinances, and they have been fully released from any and all performance and/or surety bonds upon which they are obligated, with regard to above-referenced Agreements.

TO HAVE AND TO HOLD the said described lot of ground and premises to the said FULTON MANOR HOMEOWNER'S ASSOCIATION, INC., its successors and assigns, in fee simple.

WITNESS the name and seal of the Partnership Grantor by its duly authorized Managing Partner.

WITNESS:

UPCHURCH PROPERTY PARTNERSHIP
A Maryland General Partnership

[Signature]

by: *[Signature]* (SEAL)
Earl D. Collins,
Managing Partner

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY THAT on this 14th day of NOVEMBER, 1997, before me, a Notary Public of the State and County aforesaid, personally appeared EARL D. COLLINS, who acknowledged himself to be the Managing Partner of UPCHURCH PROPERTY PARTNERSHIP, a Maryland General Partnership, and that he as such Managing Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the Partnership by himself as such Managing Partner.

WITNESS my hand and notarial seal.

My Commission Expires:


11-1-99

[Signature]
Notary Public



ATTORNEY CERTIFICATION

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an Attorney in good standing and admitted to practice before the Court of Appeals of the State of Maryland.


JACK R. COOPER

Mail To:

AMERICAN HOME TITLE GROUP, INC.
3454 Ellicott Center Drive #101
Ellicott City, MD 21043
File No. EC-4190

F:\wpdocs\ymb\upch-hoa.dee

IMP FD/SURE \$	5.00
RECORDING FEE	20.00
TOTAL	25.00
Rest H082	Rcpt # 73639
H08 SLC	Bk # 2450
Nov 17, 1997	02:38 PM

LIBRARY FILE 0614

EXHIBIT A

Description of all those Open Space Lots, shown on plats of subdivision entitled "FULTON MANOR, Lots 4 thru 42, And Preservation Parcel 'A', Sheets 1 - 4", which plats are recorded among the Land Records of Howard County, Maryland, as Plats M.D.R. Nos. 11567-11570, inclusive, and designated thereon as follows:

FIRST:

BEING KNOWN AND DESIGNATED AS OPEN SPACE LOT NO. 5, as shown on a plat of subdivision entitled "FULTON MANOR, Lots 4 thru 42, And Preservation Parcel 'A', Sheet 2 of 4", which plat is recorded among the Land Records of Howard County, Maryland, as Plat M.D.R. No. 11568.

SECOND:

BEING KNOWN AND DESIGNATED AS OPEN SPACE LOTS NOS. 14 AND 42, as shown on a plat of subdivision entitled "FULTON MANOR, Lots 4 thru 42, And Preservation Parcel 'A', Sheet 3 of 4", which plat is recorded among the Land Records of Howard County, Maryland, as Plat M.D.R. No. 11569.

THIRD:

BEING KNOWN AND DESIGNATED AS OPEN SPACE LOTS NOS. 20 AND 25, as shown on a plat of subdivision entitled "FULTON MANOR, Lots 4 thru 42, And Preservation Parcel 'A', Sheet 4 of 4", which plat is recorded among the Land Records of Howard County, Maryland, as Plat M.D.R. No. 11570.

DEED OF EASEMENT

Contract No. F-95-06

THIS DEED OF EASEMENT is made this 21st day of October, 1994 by and between OTHA D. UPCHURCH and CAROL D. UPCHURCH (the "Grantors") and HOWARD COUNTY, MARYLAND, a body corporate and politic (the "Grantee").

WHEREAS, the Grantee desires to construct, repair, and maintain certain municipal utilities and services in, across, and through the Grantors' land hereinafter described; and

WHEREAS, the Grantors are willing to grant an easement to the Grantee for the purpose of constructing, maintaining, and repairing such utilities and services.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) to the Grantors by Upchurch Property Partnership, a Maryland general partnership and the mutual premises of the Grantors and the Grantee herein, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby grant and convey unto the Grantee, its successors and assigns, the perpetual right to lay, construct, and maintain a Drainage and utility easement and other municipal utilities, appurtenances, and services in, across, and through the right-of-way which is described as follows:

SITUATE in the Fifth Election District of Howard County, and further described in Exhibit "A", attached hereto and hereby incorporated herein and as shown on Plat No. F95-06-0-1, Exhibit "B", attached hereto and hereby incorporated herein (the "Easement Area").

BEING part of that property which was conveyed by Otha D. Upchurch, Carol F. Upchurch and Upchurch Property Partnership, a Maryland general partnership to the Grantors herein by Deed dated October 4, 1994 and recorded among the Land Records of Howard County, Maryland in Liber 3356, Folio 245 et seq. on October 5, 1994.

AND the Grantors do hereby agree that the Grantee, its successors and assigns, and its employees, agents and representatives shall have the right and privilege of entering upon the aforesaid Easement Area, whenever it may be necessary, to make openings and excavations and to lay, construct, repair, replace, or maintain said municipal utilities and appurtenances; provided, however, that the ground shall be left in good condition.

It is further agreed that no buildings or similar structures of any kind shall be erected in, on, or over the Easement Area either by the Grantors or the Grantee or their respective heirs, personal representatives, successors, and assigns.

PAYMENT OF TAXES

NOT NECESSARY

NOTED
Nov 17, 1994 11:27 am

DIRECTOR OF FINANCE OF HOWARD COUNTY

NOTED

NOV 14 1994

STATE DEPT. OF ASSESSMENTS & TAXATION
FOR HOWARD COUNTY

TRANSFER TAX IN 1994

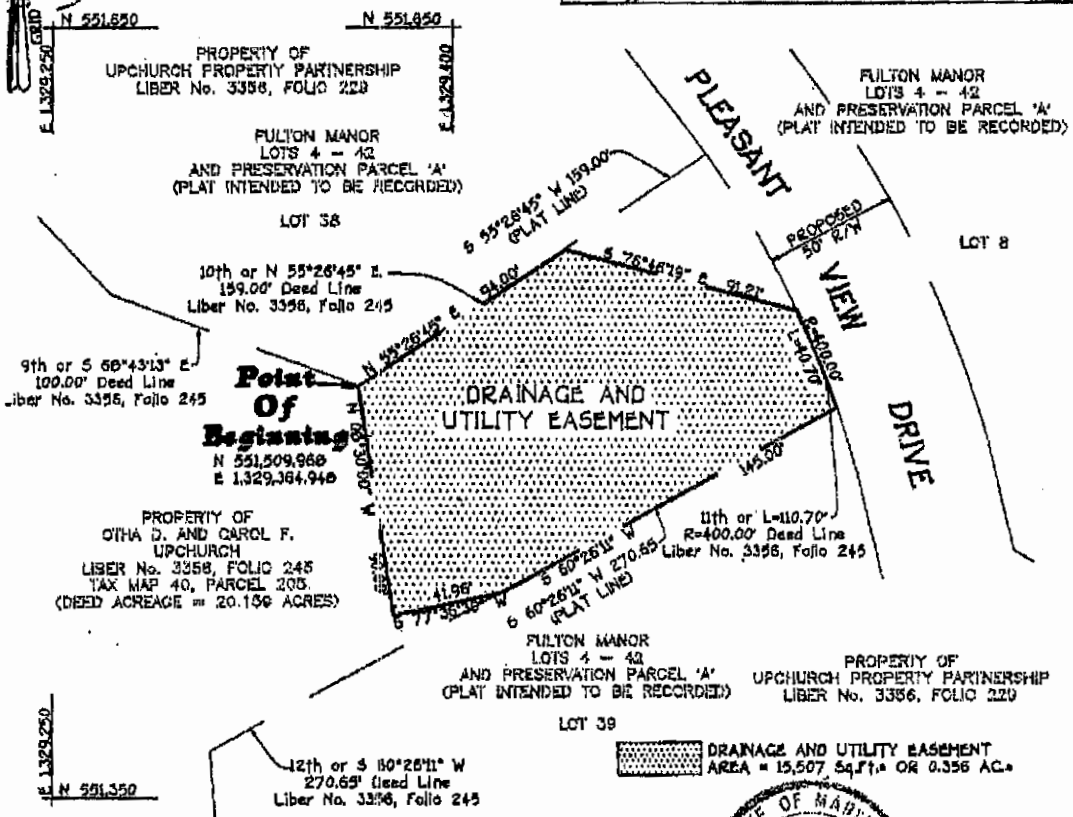
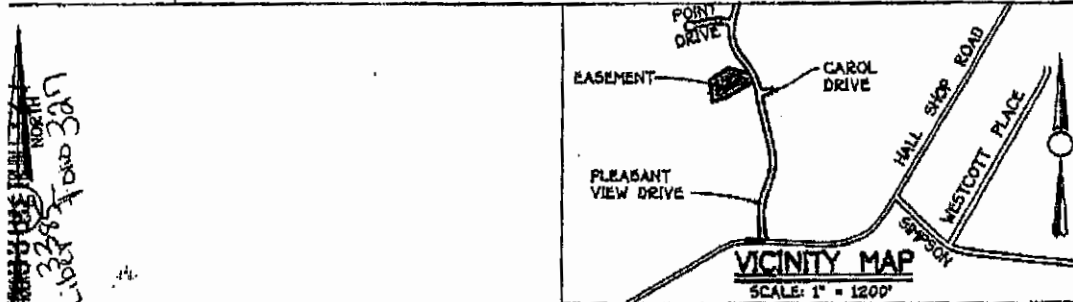
Amount of \$ 11.14

Sharon D. ...

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Howard County

80 11/14/94

DATE	REVISION



FISHER, COLLINS & CARTER, INC.
CIVIL ENGINEERING CONSULTANTS & LAND SURVEYORS
1071 BALTIMORE NATIONAL PIKE, SUITE 100
BALTIMORE CITY, MARYLAND 21204
(410) 548-1000

EXHIBIT "B"

STATE OF MARYLAND
TERRELL A. FISHER, L.E. #10692
DATE **10/11/94**

AT No.: **F95-06-0-1**
INTR. No.: **F95-06**
SCALE: **1" = 50'**
DATE: **OCTOBER 10, 1994**
DRAWN BY: **D.A. NEWTON**
CHECKED BY: **T.A. FISHER**

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS
DRAINAGE AND UTILITY EASEMENT
OTHA D. UPCHURCH
AND
CAROL F. UPCHURCH
FIFTH ELECTION DISTRICT
HOWARD COUNTY, MARYLAND

APPROVED:
BUREAU OF ENGINEERING
DATE **10/13/94**
LAND ACQUISITION
DATE **10/17/94**

53

MAINTENANCE AGREEMENT
SUBDIVISION
PUBLIC STORM WATER MANAGEMENT FACILITIES

THIS MAINTENANCE AGREEMENT is made this 19th day of October, 1994, by and between UPCHURCH PROPERTY PARTNERSHIP, a Maryland general partnership, (the "Developer/Owner" hereinafter), and HOWARD COUNTY, MARYLAND, a body corporate and politic, (the "County" hereinafter).

WHEREAS, the Developer/Owner has undertaken to develop a parcel of land shown on the subdivision plat entitled "Fulton Manor, Lots 4 thru 42 and Preservation Parcel 'A'", located in the Fifth Election District of Howard County and recorded among the Land Records of Howard County, Maryland as Plat No. 11567 thru 11570 on December 29, 1994; and

WHEREAS, after approval of the final subdivision plat, the Developer/Owner is required to construct a public storm water management system ("Public Improvements" hereinafter) in accordance with the provisions of Section 18.900 et seq. of the Howard County Code and R/SW Agreement No. F-95-06 executed with the County, dated October 19, 1994, and incorporated herein by reference ("Developer Agreement" hereinafter); and

WHEREAS, the Developer/Owner is the title holder of Open Space Lot No. 5 (designated as "Open Space Lot 5 Total Area = 3.685 Ac. + Open Space Dedicated to Fulton Manor Homeowner's Association - Public Storm Water Quality Facility Easement" as shown on the subdivision plat) and Open Space Lot No. 42 (designated as "Open Space Lot 42 1.431 Ac. + Open Space Dedicated to Fulton Manor Homeowner's Association - Public Storm Water Quality Facility Easement" as shown on the subdivision plat) upon which Lot the Public Improvements are to be constructed.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter expressed, the parties hereto agree as follows:

1. Maintenance of Improvements: The parties hereby stipulate full awareness, understanding and acceptance of their respective responsibilities under this Agreement, in accordance with which the Developer/Owner shall own and maintain the aforesaid Open Space Lot and the body of water located thereon which comprises the storm water management pond, and the County shall own and maintain the man-made structural improvements into, within and exiting the storm water management pond. Developer/Owner shall perform routine maintenance including mowing and clearing of the dam(s) and the emergency spillway(s) once per year. The Developer/Owner shall not add landscaping or structures, nor shall it modify existing structures in the storm water management pond without prior written approval of the Howard County Department of Public Works. The County shall operate, maintain, repair and replace the man-made structural elements of the storm water management facility, including pipes, headwalls and sections, rip rap concrete channels, gabions, control structures (e.g., risers) and dams as shown on the Approved Plans and Specifications, as that term is defined in the Developer Agreement. The County shall also remove debris and sediment from within the limits of the storm water management pond.

2. Recordation; Covenants to Run with Land: The rights, obligations and waivers set forth in this Agreement shall attach to and run with the land in perpetuity and shall bind all heirs, successors and assigns of the Developer/Owner or any other person(s) or entity(ies) now or hereafter having fee simple title to the Open Space Lot, including the homeowners' association described below. The County shall record this Agreement immediately following recordation of the final subdivision plat.

PUBMAIN.SUB
 October 12, 1994

3. Assignment: The Developer/Owner hereby stipulates full awareness, understanding and acceptance of its responsibility to convey title to the Open Space Lot and the storm water management pond located thereon to an incorporated homeowners' association created by it (the "Association" hereinafter) and to provide the County with a certified copy of the duly recorded deed as a precondition of acceptance of the Public Improvements by the County in accordance with the terms of the Developer Agreement. Further, the Developer/Owner agrees to assign this Agreement by written instrument to such Association, to record the written assignment in the Land Records of Howard County contemporaneously with the recordation of the above-referenced deed, and to provide the County with a certified copy of the recorded assignment.

4. Maintenance Fees and Insurance: The charter, by-laws and/or covenants of the Association shall contain provisions which require the Association: (a) to maintain and repair the Open Space Lot and the storm water management pond located thereon (the "Association Property" hereinafter) in perpetuity; (b) to carry adequate hazard and comprehensive general liability insurance for the Association Property; (c) to provide the County with certificates of insurance evidencing the aforesaid coverage upon request by the County; and (d) to periodically assess fees from Association members for these purposes.

5. Right of Entry: The Developer/Owner grants the County the right to enter the Open Space Lot without the necessity of further permission from the Developer/Owner to operate, maintain, repair and replace the Public Improvements.

6. Indemnification: The Developer/Owner agrees to indemnify and save the County harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees, and the County's costs of defense, in connection with loss of life, bodily or personal injury and/or damage to property: (1) arising from the condition or use of the Open Space Lot and/or the storm water management pond located thereon; or (2) occasioned all or in part by any act or omission of the parties to this Agreement in the performance of their respective responsibilities under this Agreement, except to the extent that such loss of life, bodily or personal injury and/or damage to property is a result of negligent or willful misconduct by the County, its agents and employees.

7. Notices: Any notice, demands, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be (a) in writing and (b) deemed to have been provided: (i) upon delivery or refusal to accept delivery if sent by certified or registered mail in the United States mails, postage prepaid, return receipt requested, to the address of such party set forth herein below or to such designee from time to time appointed by written notice to the other party hereto; or (ii) if such party's receipt thereof is acknowledged in writing, upon being given by hand or other actual delivery to the Developer/Owner, UPCHURCH PROPERTY PARTNERSHIP, a Maryland general partnership, at 457 Old Orchard Circle, Millersville, Maryland 21108; and to the County, the Director of Public Works, George Howard Building, 3430 Court House Drive, Ellicott City, Maryland 21043. Either party to this Agreement may change its address by written notice to the other party.

8. Law of Maryland: This Agreement shall be governed by the laws of the State of Maryland.

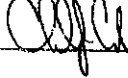
Maintenance Agreement 95-06

AS WITNESS the due execution hereof by the aforementioned parties.

APPROVED AND AGREED TO:
UPCHURCH PROPERTY PARTNERSHIP
a Maryland general partnership

BY: E.T.C. PARTNERSHIP
a Maryland general partnership
General and Managing Partner

WITNESS:



BY:  (SEAL)
Earl D. Collins
General and Managing Partner

ATTEST:


Raquel Sanudo
Chief Administrative Officer

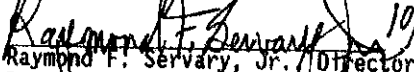
HOWARD COUNTY, MARYLAND

BY:  (SEAL)
Charles I. Ecker
County Executive


APPROVED: DEPARTMENT OF PUBLIC WORKS


James M. Irvin, Director

APPROVED FOR SUFFICIENCY OF FUNDS:

 10/19/94
Raymond F. Servary, Jr., Director
Department of Finance

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
this 16 day of October 1994


Barbara M. Cook
County Solicitor

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of October, in the year Nineteen Hundred and Ninety-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Earl D. Collins, General and Managing Partner of E.T.C. PARTNERSHIP, a Maryland general partnership, General and Managing Partner of UPCHURCH PROPERTY PARTNERSHIP, a Maryland general partnership, party to the within Maintenance Agreement, and he acknowledged the same to be the act of the said UPCHURCH PROPERTY PARTNERSHIP, a Maryland general partnership.

AS WITNESS my Hand and Notarial Seal.



Marie O'Neil
Notary Public

My Commission Expires: 10/1/98

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21 day of October, in the year Nineteen Hundred and Ninety-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles I. Ecker, the County Executive for Howard County, Maryland, party to the written Maintenance Agreement, and he acknowledged the same to be the act of the said County.

AS WITNESS my Hand and Notarial Seal.

Benjamin J. Ecker
Notary Public

My Commission Expires 10/1/96

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DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS

FULTON MANOR

Lots 4 Thru 42 And Preservation Parcel 'A'

THIS DECLARATION, is made this 2ND day of December, 1994, by UPCHURCH PROPERTY PARTNERSHIP, a Maryland General Partnership, hereinafter sometimes referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property designated on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the above-described real property owned by Declarant (hereinafter referred to as the "Property") is to be used for single family residences with appurtenant common areas for the use and enjoyment of the property owners, and

WHEREAS, Declarant desires to subject the Property to the covenants, agreements, easements, restrictions, charges and liens (hereinafter referred to as the "Declaration") more particularly set forth herein for the purpose of assuring that such residential development will be maintained for the benefit of the Owners of the Property; and

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to these Covenants, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These Covenants shall run with the Property and be binding on all parties having or acquiring any right, title or interest in and to the Property or any portion thereof, and shall inure to the benefit of each Owner thereof, their successors and assigns.

ARTICLE I: DEFINITIONS

1. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to, of a life tenancy or of a leasehold estate of ninety-nine (99) years or more in any Lot (as hereinafter defined), including contract sellers, but not including or those having such interest merely as security for the performance of an obligation.

2. "PROPERTY" shall mean and refer to that real property designated on Exhibit "A" attached hereto and made a part hereof.

3. "LOT" shall mean and refer to those individual buildable Lots (as opposed to open space or common area Lots) as shown on the plats entitled "Fulton Manor, Lots 4 Thru 42 And Preservation Parcel 'A'" (hereinafter referred to as the "Plat"); which Plats are intended to be recorded among the Land Records of Howard County, Maryland, sometime hereafter.

4. "DECLARANT" shall mean and refer to Upchurch Property Partnership

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200

and its successors and assigns, and those who may be designated by the Declarant as an additional Declarant. Any additional Declarant shall have the full rights, powers and authority of Declarant.

5. "ARCHITECTURAL COMMITTEE" shall mean and refer to that body, the membership of which is provided for in Article IX hereof.

6. "DEVELOPMENT PERIOD" shall mean and refer to the seven (7) year period commencing on the date that this Declaration is filed for recording among the Land Records of Howard County, Maryland. Declarant may, at its option, terminate the Development period prior to such time by recording a notice of termination of the Development Period among the Land Records of Howard County, State of Maryland.

7. "STRUCTURE" shall mean and refer to any thing or device the placement of which upon any Lot may affect the appearance of such Lot, including, by way of illustration and not limitation, any building, mobile home, trailer, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio, television or other antenna, satellite dish, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, mailbox, landscape, hedge, trees, shrubbery, planting, signboard or any mailbox, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer and any other temporary or permanent improvement or such Lot. "Structure" shall also mean: (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; (ii) any change in the grade of any Lot of more than six inches from that existing at the time of purchase by each Owner.

8. "COMMON AREA" or "COMMON AREAS" means those areas of land designated as "Open Space", "Common Area", as well as any easements, rights of way, and streets as shown or designated on Exhibit A, in these Covenants or on the Plat(s).

ARTICLE II: MAINTENANCE

1. Each Owner shall be responsible for the maintenance of his Lot and the repair and replacement of the Improvements thereon. Each Owner shall keep all Lots owned by him, and all Improvements therein or thereon, in good order and repair including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings, structures and other improvements; all in a manner and with such frequency as is consistent with good property management.

2. The Architectural Committee shall have the following rights, but shall not be required to exercise said rights with regard to each Lot:

A. To engage contractors to, or otherwise to cause others to

3393 113327

maintain common area and any Lot, including, but not limited to, the mowing of grass, and to keep the lots and common area in good order and repair, reasonably free of trash and other debris.

- B. To take such other reasonable actions which are deemed necessary by the Architectural Committee to protect and promote the aesthetic nature and property values in the Fulton Manor Subdivision.

3. In the performance of said right, the Architectural Committee shall have the right and easement, upon two days advanced written notice, to enter and be upon any Lot and any part of the Property to exercise its rights hereunder.

4. In the event the Architectural Committee shall take any action permitted hereunder, the cost of such action shall be borne by the defaulting Owner(s) whose action or lack of action caused the Architectural Committee to act.

ARTICLE III: DECLARANT'S USE RESERVATION

1. The Declarant, for itself, its successor and assigns, reserves the right, prior to transfer of any Lot, pursuant to a recorded subdivision plat, to alter, amend, and change any Lot lines.

2. Model homes, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by Declarant, or its assigns or nominees, on any part of the Property and on or in any building or Structure now or hereafter erected thereon.

ARTICLE IV: PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

1. All Property and Lots identified in Exhibit "A" attached hereto shall be transferred, held, sold, conveyed, and occupied subject to this Declaration.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Every Owner of an individual buildable (as opposed to open space or common area Lots), shall be a member of the Fulton Manor Homeowner's Association, Inc. (hereinafter the "Association"). Membership shall be appurtenant to and may not be separated from the ownership of any such Lot. The Association shall have two (2) classes of voting membership.

LBL 3393 100328

2. Except for the Declarant (which shall initially be a Class B member), the Class A members shall be all of the Owners of the Lots. Each Class A member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

3. The Class B member shall be the Declarant. The Class B member shall be entitled to three votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

4. The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

5. The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the seventh anniversary of the date of the filing of the Articles of Incorporation for the Association or at such date as all individual buildable Lots are sold to homeowners, whichever is sooner.

6. Class A members shall not be entitled to a vote until two (2) years after the date of filing of the Articles of Incorporation for the Association, unless the Class B membership shall cease to exist prior thereto.

ARTICLE VI: COMMON AREA

1. The Declarant shall grant and convey to the Association, and the latter shall take and accept from the Declarant, the Common Area as designated on Exhibit "A", not later than the date the first Lot shown on the subdivision plat which is improved by a dwelling is conveyed to an Owner. At the time of the conveyance the Common Area shall be free of any mortgages, judgment liens or similar liens or encumbrances.

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

- A. The reservation, to the Declarant, its successors and assigns, of the beds, in fee, of all streets, avenues and public highways shown on the subdivision plat which includes the Common Area so conveyed.
- B. The reservation to the Declarant, its successors and assigns, of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the subdivision plat, as "Drainage and Utility Easement", "Sewer

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Easement", Drainage and Sewer Easement", "Open Space", and "Area Reserved for Future Road", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations therein.

- C. The reservation to the Declarant, its successors and assigns, of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.
- D. The reservation to the Declarant, its successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

3. The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of the Owners of the Lots designated on Exhibit "A".

4. No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

5. The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas designated on Exhibit "A", as from time to time may be needed, all at its own cost and expense.

6. The right of each Owner of a Lot to use the Common Area shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adapted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and the Declarant shall each have the right, summarily, to abate and remove any

breach or violation by any Owner at the cost and expense of the Owner.

ARTICLE VII: PROPERTY RIGHTS IN THE COMMON AREAS

1. The Declarant shall hold, and hereafter grant and convey Lots subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of the Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns.

2. Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Area for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. Any Owner may delegate, in accordance with By-laws of the Association, his right to the use and enjoyment of the Common Area, and any facilities thereon, to the members of his family, his tenants, or to contract purchasers who reside on his Lot.

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

ARTICLE VII: COVENANT FOR ASSESSMENT

1. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges, to be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest at the rate of twelve percent (12%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of twelve percent (12%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

2. The assessments and charges levied by the Association shall be used

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exclusively for promoting the recreation, health, safety, and welfare of the Owners and residents of the Lots, and in particular for the improvement, operation and maintenance of the Common Area, including, but not limited to, the payment of taxes and insurance thereon.

3. Until December 31st of the year in which the first Common Area is conveyed to the Association, the annual assessment shall be \$422.00 per Lot which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by fifteen percent (15%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the fifteen percent (15%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose. The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association. The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be pro-rated. The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year.

4. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by sixty percent (60%) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose. The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment, however, such due date shall be at least 45 days after the date of such resolution.

5. Annual assessments must be fixed at a uniform rate for all Lots.

6. Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the

required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7. The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each lot for each assessment period at least one month in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

8. If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title thereto be deemed to have assented to the passage of a decree for the foreclosure of any lien upon said Lot which results from his/her/its failure to pay an assessment on the due date thereof.

9. The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

10. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE IX: ARCHITECTURAL COMMITTEE ARCHITECTURAL CONTROL AND RESTRICTIONS

1. The Architectural Committee shall be composed of three (3) individuals, or one corporation, so designated from time to time: (i) by Declarant, during the Development Period, and (ii) by the two-thirds (2/3) vote of Owners, after the Development Period. A majority of the Architectural Committee shall be required in order to act on any matter, except that a majority of the Architectural Committee may designate a representative to act for it. Declarant hereby appoints as the initial Architectural Committee: Earl Collins, Terry Fisher

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and Chuck Crovo.

2. No Structure shall be commenced, erected, placed, maintained, moved on to or permitted to remain on any Lot; nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof; nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) have been submitted to and approved by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include: (i) two (2) sets of site and building plans of the Lot, showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the property, and the number and locations of all parking spaces and driveways on the Lot; and (ii) grading and landscaping plans for the particular Lot.

3. The Architectural Committee, in its sole and absolute subjective discretion, shall have the right to disapprove any plans and specifications submitted hereunder for any of the following reasons:

- a. the failure of such plans or specifications to comply with any of these Covenants, or to include information as may have been reasonably requested;
- b. objection to the exterior design, color, finish, architecture, height, bulk, location, appearance, materials or appropriateness of any proposed Structure;
- c. incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;
- d. any other matter which, in the sole and absolute subjective judgment of the Architectural Committee, would render the proposed Structure or Structures inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other Lots in the vicinity.

4. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its sole and absolute subjective discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any Lot or Lots. Any plans or specifications shall be submitted to the Architectural Committee solely by certified mail, return receipt requested, to either the resident agent of such corporation, acting as the Architectural Committee, the president of such corporation, any director of such corporation, or to an individual member of the Architectural Committee, as appropriate.

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5. In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof (as evidenced by the certified mail receipt), the plans shall be resubmitted to the Architectural Committee solely by certified mail, return receipt requested, in the manner set forth in the preceding section, and in the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after such resubmission (as evidenced by the certified mail receipt) to the Architectural Committee by certified mail, return receipt requested, the same shall be deemed to have been approved, as submitted, and no further action shall be required. Notwithstanding the foregoing, no such approval by way of failure to act of the Architectural Committee shall be deemed to be an approval of any plans which violate or are inconsistent with any of the terms of these Covenants.

6. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article VII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VII and without the approval required herein, and upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated so as to extinguish such violation.

7. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a certificate of compliance, in form suitable for recordation, identifying and locating such Structures, and any uses, and the Lot. Any certificate of compliance issued in accordance with the provisions of this Section 7 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot, and the use or uses described therein, comply with all the requirements of this Article IX and with all other requirements of this Declaration as to which the Architectural Committee Exercises any discretionary or interpretive powers.

8. RESTRICTIONS AND OBLIGATIONS.

- (a) All Lots shall be used for private residential purposes only.
- (b) Without the prior written approval of the Architectural Committee:
 - (i) No Lot shall be split, divided or subdivided.
 - (ii) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot; and no

- (iii) external or outside antennas or satellite dishes of any kind shall be maintained.
No boat, boat trailer, house trailer, trailer, truck, recreational vehicle, camper, non-passenger vehicle, or any similar items shall be stored, parked or repaired, except for minor repairs such as a tire change, in any roadway, driveway or in the open on any Lot unless visibly sheltered from the common roadways.
- (iv) No automobiles of any kind shall be stored or parked except inside of approved Structures or on roadways or approved driveways. No vehicles without current registration shall be stored or parked in the open on any Lot.
- (v) No sign or other advertising device (other than a normal real estate "for sale" sign) of any nature shall be placed upon any Lot; except as provided herein. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be placed on any Lot. Declarant shall have the right to erect and use signs during the Development Period.
- (vi) No temporary building, trailer, tent, shack, barn, other outbuilding, garage or Structure, in the course of construction, shall be used temporarily or permanently as a residence on any Lot.
- (vii) No Structure shall be used for a residence or dwelling and no building shall be erected or maintained on any Lot unless it is an approved dwelling house, designed and equipped for occupancy as a private residence ("dwelling") by a single Family. All dwelling houses shall comply with the following criteria: (i) the first floor area of a one-story dwelling house shall be a minimum of 2300 square feet of living area; (ii) the first floor of a two-story dwelling house shall be a minimum of 1300 square feet of living area; (iii) no multi-story dwelling shall have less than 2500 square feet of living area; (iv) a split level dwelling house shall have a total of 2500 square feet of living area on the upper level; (v) all dwellings shall have a two car garage, provided, however, that in lieu of the garage, the Owner may increase the main floor of living area, as referred to above, by at least 400 square feet; (vi) only year-round living areas, exclusive of garages and open porches, may be included in computing the floor area. No building shall be erected or maintained on any Lot in the Property unless it is a dwelling house, meeting the above criteria set forth, or unless it is appurtenant to

- (viii) such a dwelling house or accessory (bath house, storage building).
No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in containers. No boxes, bottles, cans, bedding, building materials, garbage, trash, tires, appliances or other unsightly debris may be left outside on the Lot.
- (ix) No part of the Property or any Lot, and no Structure erected or maintained on any part of the Property, shall be used for manufacturing, industrial, commercial or business purposes, except that medical doctors and dentists, and other professionals who have received approval from the Architectural Committee, may have offices in their dwelling if they reside on the Lot.
- (x) No building period for any dwelling shall exceed 9 months from the date the building permit is issued by Howard County, Maryland.
- (xi) No fence shall be erected on the Property or any Lot unless it is of a natural wood type being no more than 54" in height. Fence must be erected behind the back walls of the dwelling. No clothes poles or lines.
- (xii) All garage doors must face away from the roadway unless otherwise specifically approved by the Architectural Committee.
- (xiii) All mailboxes will be uniform and of a nature determined by the Architectural Committee to be in harmony with the community.
- (xiv) No modular homes of any type shall be built on any Lot. All exterior walls of a dwelling shall be covered with either/or a combination of the following: brick or brick veneer, stone or stone veneer, dryvit and stucco, or wood, vinyl or aluminum/vinyl siding, as approved.
- (xv) No horses, livestock, or farm animals shall be bred, raised or kept on any Lot. In addition, no more than two (2) domestic animals of any one kind shall be kept on any Lot without prior approval of the Architectural Committee.
- (xvi) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE X: RESERVED EASEMENTS

1. Easements for drainage, construction of the public road and/or storm water management facilities and/or for the installation and maintenance of utilities (including but not limited to electric, gas, telephone and cable) are hereby reserved by Declarant for the use and benefit of the Property and for the

remaining contiguous real property owned by Declarant. No conveyance by the Declarant of any Lot, or any interest therein, shall be deemed to be, or construed as, a conveyance or release of said easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey Declarant's entire interest therein; but such effect shall only arise if the conveyance specifically recites it to be the intention of the Declarant to thereby convey or release the easements or any of them.

2. Declarant reserves unto itself the unrestricted right to grant any additional easements of rights of way across any Lot within the community for purposes of installation and maintenance of public improvements and utilities. Such grant or conveyance may take place subsequent to the conveyance of any Lot herein and shall notwithstanding be binding upon the owners of said Lot. In addition thereto, Declarant reserves unto itself the right to enter upon any lot, at any time, if such entry is reasonably necessary to enable Declarant to perform its development obligations under any Public Works Agreement, or to cause the installation of any utilities or other improvements for the benefit of the community. Declarant shall have the right to permit its agents, contractors and employees as well as those of Howard County, Maryland or any utility company to enter upon any Lot for any of the aforesaid purposes.

ARTICLE XI: AMENDMENT

1. This Declaration shall run with and bind the Property, and shall inure to the benefit of, and be enforceable by, the Declarant, Owners, Association and Architectural Committee, their respective representatives, heirs, successors, and assigns. This Declaration may not be amended or terminated unless an instrument executed on or before December 31, 2015 by persons representing not less than eighty percent (80%) of the voting authority as set forth in Article II has been recorded among the Land Records of Howard County, Maryland, or in such other place of recording as may be appropriate at the time of execution of such instrument. After December 31, 2015, this Declaration may be amended or terminated in the same manner, except that only sixty percent (60%) of the aforementioned voting authority shall be required.

2. During the Development Period, Declarant may also, but is not required to, amend this Declaration, without the consent of any other person or entity that has any interest in any portion of the Property, if such amendment is required by the Veterans Administration, the Federal Housing Administration, or any successor agency, as a condition precedent to federally approved mortgage financing for the Property or any part thereof. After the Development Period the Architectural Committee shall have the right to amend this Declaration for the same purposes, in the same manner, and under the same restrictions as Declarant had during the Development Period as set forth in the preceding sentence.

3. Notwithstanding anything else said to the contrary in this Article 1, until the latter to occur of (a) the conclusion of the Development Period or (b) sixty (60) days after the final completion as determined by the issuance of a use and occupancy permit of all dwellings upon all Lots, no amendment may alter or affect any rights granted hereunder to Declarant without the prior written

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consent of Declarant.

ARTICLE XII: GENERAL PROVISIONS

1. NOTICES. Any notice required to be sent to any Owner under the provisions of these Covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the Land Records of Howard County at the time of such mailing. Any notice to be sent to Declarant shall be deemed to have been properly sent when mailed, postpaid to Upchurch Property Partnership, P.O. Box 371, Ellicott City, MD 21041, or to any other address that Declarant may specify in a notice of address recorded among the Land Records of Howard County, Maryland.

2. ENFORCEMENT. The Declarant, the Architectural Committee, their respective legal representatives, heirs, successors and assigns, and 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 Declarant, the Architectural Committee, their respective legal representatives, heirs, successors and assigns, or 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 as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

3. CONDITION SUBSEQUENT. No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

4. SEVERABILITY. Invalidity of any one of these Covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

5. REMEDIES. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

6. INDEMNIFICATION. The Owners and each of them shall save and hold harmless the Architectural Committee, its members and agents harmless for any costs or liability resulting from any claims, demands, judgments and litigation arising out of or related to the actions or failure to act of the Architectural Committee, as well as for reasonable attorney's fees, except in cases of intentional wrongdoing or gross negligence. Each Owner shall reimburse the Architectural Committee, its members and agents for liability, costs, and attorney's fees pro rata according to the number of Lots owned by that Owner in the Property. Furthermore, the Architectural Committee, each of its members, their agents, and

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the Declarant shall only be liable to the Owners for acts of either intentional misconduct or gross negligence.

7. EFFECT OF HEADINGS. The headings of the Articles herein are for convenience only and shall not affect the meanings of interpretation of the contents thereof.

8. MORTGAGES. No violation of any of these Covenants shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property, provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagee's or foreclosure sale shall be bound by and subject to these Covenants as fully as any other Owner of any portion of the Property.

9. GRANTEE'S COVENANT. Each Grantee accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, representatives, successors and assigns, to observe, perform and be bound by this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject thereto.

10. TERMINOLOGY herein relating to gender and number is employed for convenient expression and not for purposes of limiting the applicability of the provisions hereof. The use of the singular shall be taken to include the plural and the use of the masculine gender shall be taken to include all genders.

11. This Declaration applies only to the Lots designated on Exhibit "A". The Declarant may (but is not required to), by a Declaration of Annexation filed among the Land Records of Howard County, subject additional land owned by Declarant to the terms and conditions of this Declaration. No theory of common scheme or development shall arise by implication as to any other real property owned by Declarant, even if said real property is contiguous to the real property designated in Exhibit "A".

IN WITNESS WHEREOF, Developer has caused these presents to be properly executed by its duly authorized representatives, this 20th day of December, 1994.

WITNESS

Sandra A. Fiedel

 CHURCH PROPERTY PARTNERSHIP

Earl D. Collins
By: Earl D. Collins
Managing Partner

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State of Maryland

County of BRATTLECK

ISS

I hereby certify that on this 2nd day of SEPTEMBER, 1994, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared EARL COLLINS, known to me to be the person whose name is subscribed in the foregoing Declaration, and he acknowledged himself to be acting in its capacity as Managing Partner of Upchurch Property Partnership, a Maryland general partnership (the "Partnership") and acknowledged that he having the authority to do so, executed the same on behalf of the partnership as such Managing Partner for the purposes therein contained, and in my presence signed and sealed the same as such Managing Partner on behalf of the Partnership.

WITNESS my Hand and Notarial Seal.

[Signature]
Notary Public

My commission expires 11/1/95

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EXHIBIT "A"

Lots 4 thru 42 and Preservation Parcel 'A' as shown on a plat entitled "Fulton Manor, Lots 4 Thru 42 And Preservation Parcel 'A'"; which plat is intended to be recorded among the Land Records of Howard County, sometime hereafter.

The following represents "open space" and/or "common area":

Lot 5
Lot 14
Lot 20
Lot 21 (to be dedicated to Howard County, MD)
Lot 25
Lot 28 (to be dedicated to Howard County, MD)
Lot 42

Being some or all of the real property which by Deed dated October 4, 1994 and recorded among the Land Records of Howard County at Liber 3356, folio 229 was granted and conveyed by Otha D. Upchurch, Carol F. Upchurch and Upchurch Property Partnership unto Upchurch Property Partnership.

AFTER RECORDING RETURN TO:

Jack R. Cooper
5950 Symphony Woods Road
Suite 310
Columbia, MD 21044

IMP FD SURE \$ 2.00
MISC 75.00
TOTAL 77.00
Res#1082 Rcpt#12471
HDR SLG B1K1276
Dec 02, 1994 01:03 PM

13268 100606

B20

**DECLARATION OF EASEMENT
FOR PRIVATE ENTRANCE FEATURE AND LANDSCAPING
AND COVENANT FOR MAINTENANCE**

THIS DECLARATION is made this 1st day of May, 1994, by
UPCHURCH PROPERTY PARTNERSHIP, hereinafter referred to as
"Declarant".

WHEREAS, Declarant is the owner of certain real property
located in Howard County, State of Maryland, and more
particularly described in a certain Partnership Agreement dated
April 27, 1994 and recorded among the Land Records of Howard
County, Maryland in Liber 3235 at folio 410, and

WHEREAS, Declarant is in the process of subdividing said
land into certain additional lots which shall be shown on a Plat
entitled, "Fulton Manor, Lots 1, 2 and 3"; which Plat is
intended to be recorded among the Land Records of Howard County
sometime hereafter, and

WHEREAS, a portion of Lot 1 as shown on the aforesaid new
Plat of Subdivision will be used as a private entrance feature
with appurtenant landscaping for the benefit of Lot 1 and
various other parcels, and

WHEREAS, Declarant desires to create, in perpetuity, an
easement for such purposes.

**PAYMENT OF TAXES
NOT NECESSARY**

W. F. [Signature]
[Signature]
[Signature]

TRP FD 5086 2.00
POSTAGE & HAND 0.50
RECORDING FEE 24.00
TOTAL 26.50
Scanned by [Signature]
[Signature] [Signature]
[Signature] [Signature]

2450
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NOW THEREFORE, THIS DECLARATION WITNESSETH:

1. The Declarant, for itself, its successors and assigns, does hereby affirm, declare and create a perpetual easement in, through, over and across the area of ground more particularly described and designated on Exhibit "A" attached hereto.

2. The easement described in and created pursuant to the provisions of Paragraph 1 above, shall be for the purpose of a private entrance feature with appurtenant landscaping for the benefit of all real property currently owned by the Declarant, Upchurch Property Partnership, and shall be a burden upon the parcel on which the same is located, and shall be for the benefit of the parcel(s) served thereby, and shall run with and bind the land in perpetuity.

3. In order to provide for the common maintenance of the entrance feature and landscaping improvements installed or to be installed in, through, over and across the above described easement area, Declarant, for itself, its successors and assigns, does hereby covenant and declare as follows:

A. All costs of maintenance of the private entrance feature and landscaping improvements installed or to be installed in the above-described easement area, shall be borne in equal shares by the owners of benefiting parcels; as

3268 110608

determined by their use, as a means of ingress and egress, of the new road to be constructed to the west of the easement area.

B. For a period of three years from the date of this Declaration, Declarant, or its designee, shall make all decisions with regard to maintenance and/or improvements to the easement area. Thereafter, all decisions with regard to maintenance and/or improvements to the easement area shall be made by the owners of a majority of the parcels benefitted thereby. In the event of a tie, Declarant or its designee shall cast the deciding vote.

C. Any and all obligations created by or arising out of the provisions of sub-paragraph A and B above shall be personal only with the owners of the parcels at the time that the costs in question are incurred and shall not be a lien or charge upon any of the parcels at any time.

4. Any dispute arising out of this Declaration shall be decided by binding arbitration pursuant to the then existing rules and regulations of the American Arbitration Association. The Declarant and/or any owner and/or an appropriate homeowners association may enforce the provisions herein and shall be entitled to reasonable attorneys fees, prejudgment interest at a rate of one percent (1%) per month and costs against any defaulting party.

3268 (110609

IN WITNESS WHEREOF, Declarant has executed these presents
the day and year first above written.

UPCHURCH PROPERTY PARTNERSHIP
BY:

Marie G. Green
Witness

Earl Collins
Earl Collins, Managing Partner

STATE OF MARYLAND, COUNTY OF ANNAPOLIS TO WIT:

I HEREBY CERTIFY, that on this 04 day of June,
1994, before me, the subscriber, a Notary Public of the State
aforesaid, personally appeared Earl Collins, Managing Partner of
Upchurch Property Partnership, known to me or proven to be the
persons whose names are subscribed to the within instrument, and
acknowledged that he executed the same as Managing Partner, for
the purposes therein contained and that he had appropriate
Partnership authority to do so.

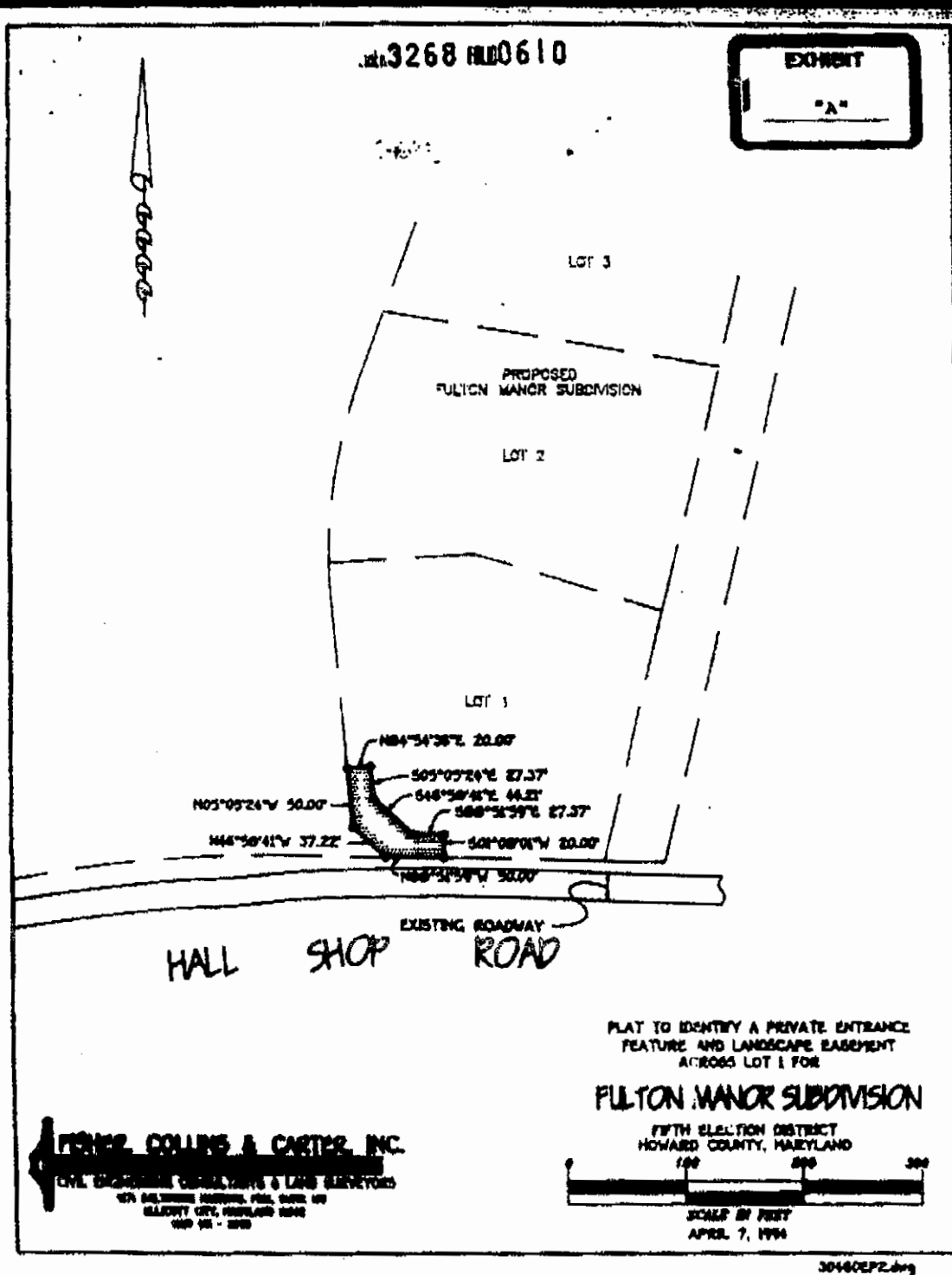
IN WITNESS WHEREOF, I hereunto set my hand and official
seal.



Marie G. Green
Notary Public

My Commission Expires: 11/1/95

AFTER RECORDING, RETURN ORIGINAL TO:
Jack B. Cooper, P.A.
5950 Symphony Woods Road, Suite 310
Columbia, Maryland 21044



LIBER 4111 FOLIO 0611

130

AHT EC-4190

NO TITLE EXAMINATION
NO TITLE LIABILITY TO PREPARER
NO CONSIDERATION

TO: EARL
FROM: JACK

THIS DEED, Made this 14th day of NOVEMBER, 1997, by and between UPCHURCH PROPERTY PARTNERSHIP, A Maryland General Partnership, Party of the First Part, Grantor; and FULTON MANOR HOMEOWNER'S ASSOCIATION, INC., A Maryland Corporation, Party of the Second Part, Grantee.

WITNESSETH, That in consideration of the sum of No Dollars, the signatory hereto swearing and affirming under the penalties of perjury that the actual consideration of this Deed is "NO CONSIDERATION", the said UPCHURCH PROPERTY PARTNERSHIP does hereby grant and convey unto FULTON MANOR HOMEOWNER'S ASSOCIATION, INC., its successors and assigns, in fee simple, all those lots of ground and premises situate in Howard County, Maryland, and described as follows:

SEE EXHIBIT A, ATTACHED HERETO FOR DESCRIPTIONS.

BEING part of that property which by Deed dated January 4, 1994, and recorded in Liber 3356, folio 229, among the Land Records of Howard County, Maryland, was granted and conveyed by Otha D. Upchurch and Carol F. Upchurch, his wife, and Upchurch Property Partnership to Upchurch Property Partnership.

SUBJECT TO restrictions, easements, dedications, reservations, notations and all matters set forth on subdivision plats recorded as Plats M.D.R. Nos. 11567 through 11570, inclusive, among the Land Records of Howard County, Maryland.

SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

TOGETHER WITH the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

RECEIVED

NOV 17 1997

State Dept. of Assessments
and Taxation - Howard County

RECEIVED FOR TRANSFER
State Department
Assessments & Taxation
for Howard County

C. Hand

All Taxes on Assessments certified to the Collector of Taxes for Howard County, Md. by 11/17/97 73 have been paid. This statement is for the purpose of permitting recordation and is not assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding tax sales.

05-418097
05-418143
05-417929
05-418038
05-418321

LIBER 111 FOLIO 0612

RESERVING unto the Grantor, its agents and/or assigns, an easement over the subject property to the extent necessary and for the limited purposes of entering upon the property and conducting such activities as may be necessary to fulfill its obligations, and the obligations of its principals, pursuant to (a) any applicable Developer Agreement with Howard County, Maryland, (b) any applicable Forest Conservation Easement and Agreement, and (c) applicable state and county regulations with respect to the above-referenced Agreements.

This reservation shall expire at such time as the Grantor and its principals have fully complied with all of their obligations pursuant to the aforesaid documents and the applicable ordinances, and they have been fully released from any and all performance and/or surety bonds upon which they are obligated, with regard to above-referenced Agreements.

TO HAVE AND TO HOLD the said described lot of ground and premises to the said FULTON MANOR HOMEOWNER'S ASSOCIATION, INC., its successors and assigns, in fee simple.

WITNESS the name and seal of the Partnership Grantor by its duly authorized Managing Partner.

WITNESS:

UPCHURCH PROPERTY PARTNERSHIP
A Maryland General Partnership

[Signature]

by: *[Signature]* (SEAL)
Earl D. Collins,
Managing Partner

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY THAT on this 14th day of NOVEMBER, 1997, before me, a Notary Public of the State and County aforesaid, personally appeared EARL D. COLLINS, who acknowledged himself to be the Managing Partner of UPCHURCH PROPERTY PARTNERSHIP, a Maryland General Partnership, and that he as such Managing Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the Partnership by himself as such Managing Partner.

WITNESS my hand and notarial seal.

My Commission Expires:

11-1-99

[Signature]
Notary Public



LIBER 111 FOLIO 0613

ATTORNEY CERTIFICATION

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an Attorney in good standing and admitted to practice before the Court of Appeals of the State of Maryland.


JACK R. COOPER

Mail To:

AMERICAN HOME TITLE GROUP, INC.
3454 Ellicott Center Drive #101
Ellicott City, MD 21043
File No. EC-4190

F:\wpdocs\ymb\upch-hoa.doe

IMP FD SURF \$	5.00
RECORDING FEE	20.00
TOTAL	25.00
Rest \$ 1002	Acct # 73633
NRK SLG	Dir # 2450
Nov 17, 1997	02:30 PM

LIBRARY 11-10-06 14

EXHIBIT A

Description of all those Open Space Lots, shown on plats of subdivision entitled "FULTON MANOR, Lots 4 thru 42, And Preservation Parcel 'A', Sheets 1 - 4", which plats are recorded among the Land Records of Howard County, Maryland, as Plats M.D.R. Nos. 11567-11570, inclusive, and designated thereon as follows:

FIRST:

BEING KNOWN AND DESIGNATED AS OPEN SPACE LOT NO. 5, as shown on a plat of subdivision entitled "FULTON MANOR, Lots 4 thru 42, And Preservation Parcel 'A', Sheet 2 of 4", which plat is recorded among the Land Records of Howard County, Maryland, as Plat M.D.R. No. 11568.

SECOND:

BEING KNOWN AND DESIGNATED AS OPEN SPACE LOTS NOS. 14 AND 42, as shown on a plat of subdivision entitled "FULTON MANOR, Lots 4 thru 42, And Preservation Parcel 'A', Sheet 3 of 4", which plat is recorded among the Land Records of Howard County, Maryland, as Plat M.D.R. No. 11569.

THIRD:

BEING KNOWN AND DESIGNATED AS OPEN SPACE LOTS NOS. 20 AND 25, as shown on a plat of subdivision entitled "FULTON MANOR, Lots 4 thru 42, And Preservation Parcel 'A', Sheet 4 of 4", which plat is recorded among the Land Records of Howard County, Maryland, as Plat M.D.R. No. 11570.

153

DEED OF EASEMENT

Contract No. F-95-06

33385-00322

THIS DEED OF EASEMENT is made this 21st day of October, 1994 by and between OTHA D. UPCHURCH and CAROL D. UPCHURCH (the "Grantors") and HOWARD COUNTY, MARYLAND, a body corporate and politic (the "Grantee").

WHEREAS, the Grantee desires to construct, repair, and maintain certain municipal utilities and services in, across, and through the Grantors' land hereinafter described; and

WHEREAS, the Grantors are willing to grant an easement to the Grantee for the purpose of constructing, maintaining, and repairing such utilities and services.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) to the Grantors by Upchurch Property Partnership, a Maryland general partnership and the mutual premises of the Grantors and the Grantee herein, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby grant and convey unto the Grantee, its successors and assigns, the perpetual right to lay, construct, and maintain a Drainage and utility easement and other municipal utilities, appurtenances, and services in, across, and through the right-of-way which is described as follows:

SITUATE in the Fifth Election District of Howard County, and further described in Exhibit "A", attached hereto and hereby incorporated herein and as shown on Plat No. F95-06-D-1, Exhibit "B", attached hereto and hereby incorporated herein (the "Easement Area").

BEING part of that property which was conveyed by Otha D. Upchurch, Carol F. Upchurch and Upchurch Property Partnership, a Maryland general partnership to the Grantors herein by Deed dated October 4, 1994 and recorded among the Land Records of Howard County, Maryland in Liber 3356, Folio 245 et seq. on October 5, 1994.

AND the Grantors do hereby agree that the Grantee, its successors and assigns, and its employees, agents and representatives shall have the right and privilege of entering upon the aforesaid Easement Area, whenever it may be necessary, to make openings and excavations and to lay, construct, repair, replace, or maintain said municipal utilities and appurtenances; provided, however, that the ground shall be left in good condition.

It is further agreed that no buildings or similar structures of any kind shall be erected in, on, or over the Easement Area either by the Grantors or the Grantee or their respective heirs, personal representatives, successors, and assigns.

PAYMENT OF TAXES
NOT NECESSARY

NOV 17 1994 11:27 AM

10/25/94
A. F. Sewell
DIRECTOR OF FINANCE OF HOWARD COUNTY

RECEIVED

NOV 24 1994

STATE DEPT. OF ASSESSMENTS & TAXATION

Mutual Transfer Tax at 10%

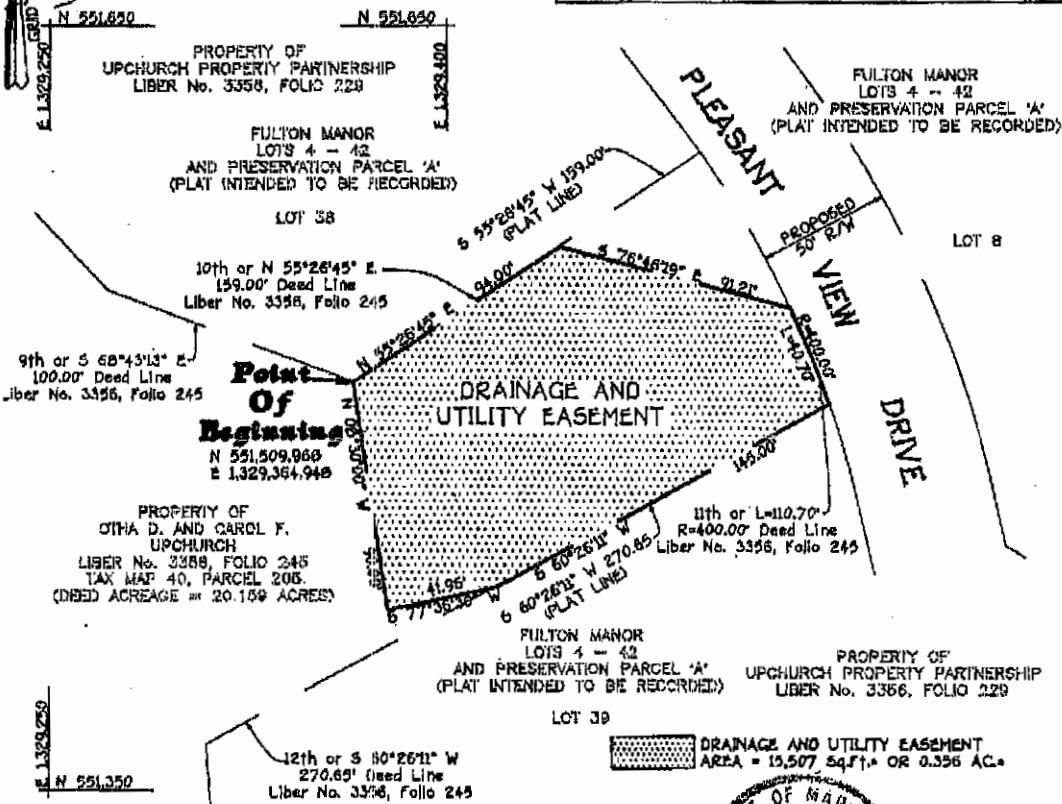
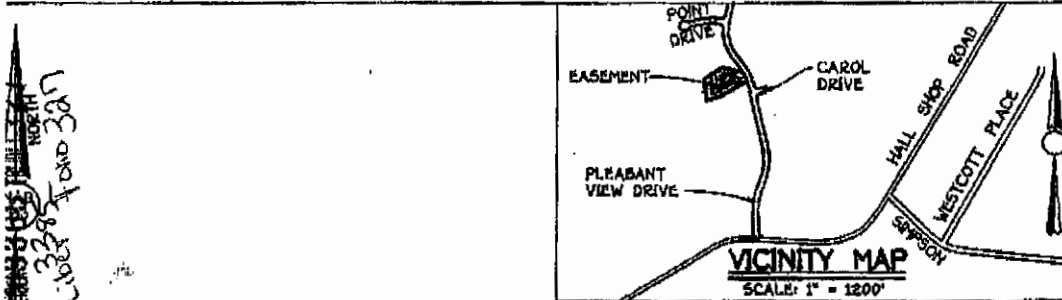
Amount of \$ 14.14

Sharon D...

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Howard County

80 11/14/94

DATE	REVISION



FISHER, COLLINS & CARTER, INC.
CIVIL ENGINEERING CONSULTANTS & LAND SURVEYORS
507 BALTIMORE NATIONAL PKW. SUITE 400
BLANCKT CITY, MARYLAND 21044
(410) 481-2883

EXHIBIT "B"

STATE OF MARYLAND
TERRELL A. FISHER, L.S. #10692
10/10/94
DATE

AT No. F95-06-0-1
INTR. No. F95-06
SCALE: 1" = 50'
DATE: OCTOBER 10, 1994
DRAWN BY: D.A. NEWTON
CHECKED BY: T.A. FISHER

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS
DRAINAGE AND UTILITY EASEMENT
OTHA D. UPCHURCH
AND
CAROL F. UPCHURCH
FIFTH ELECTION DISTRICT
HOWARD COUNTY, MARYLAND

APPROVED:
BUREAU OF ENGINEERING
LAND ACQUISITION
DATE

53

MAINTENANCE AGREEMENT
SUBDIVISION
PUBLIC STORM WATER MANAGEMENT FACILITIES

THIS MAINTENANCE AGREEMENT is made this 19th day of October, 1994, by and between UPCHURCH PROPERTY PARTNERSHIP, a Maryland general partnership, (the "Developer/Owner" hereinafter), and HOWARD COUNTY, MARYLAND, a body corporate and politic, (the "County" hereinafter).

WHEREAS, the Developer/Owner has undertaken to develop a parcel of land shown on the subdivision plat entitled "Fulton Manor, Lots 4 thru 42 and Preservation Parcel 'A'", located in the Fifth Election District of Howard County and recorded among the Land Records of Howard County, Maryland as Plat No. 11567 thru 11570 on December 29, 1994; and

WHEREAS, after approval of the final subdivision plat, the Developer/Owner is required to construct a public storm water management system ("Public Improvements" hereinafter) in accordance with the provisions of Section 18.900 et seq. of the Howard County Code and R/SW Agreement No. E-95-06 executed with the County, dated October 19, 1994, and incorporated herein by reference ("Developer Agreement" hereinafter); and

WHEREAS, the Developer/Owner is the title holder of Open Space Lot No. 5 (designated as "Open Space Lot 5 Total Area = 3.685 Ac. + Open Space Dedicated to Fulton Manor Homeowner's Association - Public Storm Water Quality Facility Easement" as shown on the subdivision plat) and Open Space Lot No. 42 (designated as "Open Space Lot 42 1.431 Ac. + Open Space Dedicated to Fulton Manor Homeowner's Association - Public Storm Water Quality Facility Easement" as shown on the subdivision plat) upon which Lot the Public Improvements are to be constructed.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter expressed, the parties hereto agree as follows:

1. Maintenance of Improvements: The parties hereby stipulate full awareness, understanding and acceptance of their respective responsibilities under this Agreement, in accordance with which the Developer/Owner shall own and maintain the aforesaid Open Space Lot and the body of water located thereon which comprises the storm water management pond, and the County shall own and maintain the man-made structural improvements into, within and exiting the storm water management pond. Developer/Owner shall perform routine maintenance including mowing and clearing of the dam(s) and the emergency spillway(s) once per year. The Developer/Owner shall not add landscaping or structures, nor shall it modify existing structures in the storm water management pond without prior written approval of the Howard County Department of Public Works. The County shall operate, maintain, repair and replace the man-made structural elements of the storm water management facility, including pipes, headwalls and sections, rip rap concrete channels, gabions, control structures (e.g., risers) and dams as shown on the Approved Plans and Specifications, as that term is defined in the Developer Agreement. The County shall also remove debris and sediment from within the limits of the storm water management pond.

2. Recordation; Covenants to Run with Land: The rights, obligations and waivers set forth in this Agreement shall attach to and run with the land in perpetuity and shall bind all heirs, successors and assigns of the Developer/Owner or any other person(s) or entity(ies) now or hereafter having fee simple title to the Open Space Lot, including the homeowners' association described below. The County shall record this Agreement immediately following recordation of the final subdivision plat.

FOR
 Jan 31, 1995 09:58 AM

PUBMAIN.SUB
 October 12, 1994

[Handwritten signature]
 10/25/95

[Handwritten signature]
 Signature

Maintenance Agreement 95-06

3. Assignment: The Developer/Owner hereby stipulates full awareness, understanding and acceptance of its responsibility to convey title to the Open Space Lot and the storm water management pond located thereon to an incorporated homeowners' association created by it (the "Association" hereinafter) and to provide the County with a certified copy of the duly recorded deed as a precondition of acceptance of the Public Improvements by the County in accordance with the terms of the Developer Agreement. Further, the Developer/Owner agrees to assign this Agreement by written instrument to such Association, to record the written assignment in the Land Records of Howard County contemporaneously with the recordation of the above-referenced deed, and to provide the County with a certified copy of the recorded assignment.

4. Maintenance Fees and Insurance: The charter, by-laws and/or covenants of the Association shall contain provisions which require the Association: (a) to maintain and repair the Open Space Lot and the storm water management pond located thereon (the "Association Property" hereinafter) in perpetuity; (b) to carry adequate hazard and comprehensive general liability insurance for the Association Property; (c) to provide the County with certificates of insurance evidencing the aforesaid coverage upon request by the County; and (d) to periodically assess fees from Association members for these purposes.

5. Right of Entry: The Developer/Owner grants the County the right to enter the Open Space Lot without the necessity of further permission from the Developer/Owner to operate, maintain, repair and replace the Public Improvements.

6. Indemnification: The Developer/Owner agrees to indemnify and save the County harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees, and the County's costs of defense, in connection with loss of life, bodily or personal injury and/or damage to property: (1) arising from the condition or use of the Open Space Lot and/or the storm water management pond located thereon; or (2) occasioned all or in part by any act or omission of the parties to this Agreement in the performance of their respective responsibilities under this Agreement, except to the extent that such loss of life, bodily or personal injury and/or damage to property is a result of negligent or willful misconduct by the County, its agents and employees.

7. Notices: Any notice, demands, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be (a) in writing and (b) deemed to have been provided: (i) upon delivery or refusal to accept delivery if sent by certified or registered mail in the United States mails, postage prepaid, return receipt requested, to the address of such party set forth herein below or to such designee from time to time appointed by written notice to the other party hereto; or (ii) if such party's receipt thereof is acknowledged in writing, upon being given by hand or other actual delivery to the Developer/Owner, UPCHURCH PROPERTY PARTNERSHIP, a Maryland general partnership, at 457 Old Orchard Circle, Millersville, Maryland 21108; and to the County, the Director of Public Works, George Howard Building, 3430 Court House Drive, Ellicott City, Maryland 21043. Either party to this Agreement may change its address by written notice to the other party.

8. Law of Maryland: This Agreement shall be governed by the laws of the State of Maryland.

Maintenance Agreement 95-06

AS WITNESS the due execution hereof by the aforementioned parties.

APPROVED AND AGREED TO:
UPCHURCH PROPERTY PARTNERSHIP
a Maryland general partnership

BY: E.T.C. PARTNERSHIP
a Maryland general partnership
General and Managing Partner


WITNESS:



BY:  (SEAL)
Earl D. Collins
General and Managing Partner


ATTEST:

HOWARD COUNTY, MARYLAND

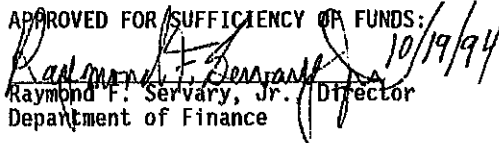

Raquel Sanudo
Chief Administrative Officer

BY:  (SEAL)
Charles I. Ecker
County Executive

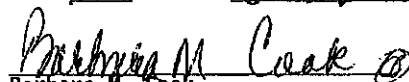
APPROVED: DEPARTMENT OF PUBLIC WORKS


James M. Irvin, Director

APPROVED FOR SUFFICIENCY OF FUNDS:

 10/19/94
Raymond F. Servary, Jr. Director
Department of Finance

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
this 19th day of October 1994

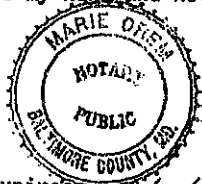

Barbara M. Cook
County Solicitor

Maintenance Agreement 95-06

STATE OF MARYLAND, BRATTON COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of OCTOBER, in the year Nineteen Hundred and Ninety-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Earl D. Collins, General and Managing Partner of E.T.C. PARTNERSHIP, a Maryland general partnership, General and Managing Partner of UPCHURCH PROPERTY PARTNERSHIP, a Maryland general partnership, party to the within Maintenance Agreement, and he acknowledged the same to be the act of the said UPCHURCH PROPERTY PARTNERSHIP, a Maryland general partnership.

AS WITNESS my Hand and Notarial Seal.



Marie Orem
Notary Public

My Commission Expires: 11/1/95

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21 day of OCTOBER, in the year Nineteen Hundred and Ninety-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles I. Ecker, the County Executive for Howard County, Maryland, party to the written Maintenance Agreement, and he acknowledged the same to be the act of the said County.

AS WITNESS my Hand and Notarial Seal.

Benjamin G. Gears
Notary Public

My Commission Expires 10/1/98