

2003 DEC -2 P 1:38

PELHAM MANOR HOMEOWNERS ASSOCIATION, INC.

CECIL COUNTY, MD.  
PER WILLIAM L. BRUECKMAN  
CLERK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LAND USE, ARCHITECTURAL CONTROL, COMMON AREA AND AMENITIES

THIS DECLARATION, made this 19<sup>th</sup> day of November, 2003, by Caldicot Pelham Manor, LLC, a Maryland limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Cecil County, Maryland, which is more particularly described in Exhibit A annexed hereto as a part hereof.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the community and for the maintenance of the Properties (hereinafter defined) and the improvements thereon, and to this end desires to subject the real property described in Exhibit A hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their personal representatives, heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Pelham Manor Homeowners Association, Inc., a Maryland corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property (including all improvements thereon) owned by the Association, including open space and real property or other facilities in which the Association acquires a right of use for the benefit of it and its members. The Common Area to be conveyed to the Association prior to the conveyance of a Lot to an Owner is described in Exhibit B attached hereto as a part hereof.

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Section 3. "Properties" shall mean and refer to all that certain real property described and shown on Exhibit A attached hereto as a part hereof and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Declarant" shall mean and refer to Caldicot Pelham Manor, LLC, a Maryland limited liability company, its successors and assigns, if such assigns should acquire more than one (1) undeveloped Lot from Declarant for the purpose of development and are expressly granted the rights of the Declarant in conjunction therewith by virtue of a written instrument recorded among the Land Records of Cecil County, Maryland.

Section 5. "Federal Mortgage Agencies" shall mean and refer to the Federal Housing Administration, the Federal National Mortgage Association, the Veterans Administration, the Federal Home Loan Mortgage Corporation, or their successors.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, as amended from time to time, together with all buildings and improvements thereon, with the exception of the Common Area.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Builder" shall mean and refer to an Owner of an unimproved Lot for the purpose of constructing a dwelling thereon and designated in writing as a Builder by the Declarant.

Section 9. "Amenities" shall mean and refer to an entrance wall, Project Development Sign, architectural features and /or landscaped areas maintained by the Association identifying the Pelham Manor subdivision whether located on a Lot or Common Area.

Section 10. "Project Development Sign" means a sign of any kind and associated landscaping maintained by the Association identifying the Pelham Manor subdivision, located on the areas designated as "Buffer Yard C" and "20' x 13.5' Drainage and Utility Easement" on the plat entitled "Final Plat One - Section One - Phase One - Pelham Manor Lots 1, 2 & 52-57", which plat is intended to be recorded among the Land Records of Cecil County, Maryland.

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## ARTICLE II PROPERTY RIGHTS

**Section 1. Owners' Easements of Enjoyment in Common Area.** Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area.

b. The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner and anyone to whom said Owner's right of use has been delegated for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

c. The right of the Association to mortgage, dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such mortgage, dedication or transfer shall be effective unless an instrument signed by the Secretary of the Association has been recorded. The document shall certify that by a vote of at least two-thirds (2/3) of each class of members such mortgage, dedication or transfer was approved.

d. The right of the Association to reasonably limit the use of private roads and parking areas as may be shown on the plats of the Properties for the benefit of the Owners of dwellings adjacent to such roads; provided that all Owners shall, at a minimum, have the right to use private roads for the purpose of ingress and egress in connection with the use of each Lot and the Common Area.

e. Without limiting the generality of the foregoing, the right of the Association to prohibit or regulate the use of Common Areas for activities which are contrary to the health, safety and welfare of the members of the Association.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws and Rules and Regulations of the Association, his right of enjoyment to the Common Area to the members of his household, his tenants or contract purchasers who reside on the property.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Association Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

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

Class B. The Class B member shall be the Declarant, its successors and assigns, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or -

(b) On December 31, 2011.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and actual attorney's fees, shall be a charge on the Lot to which the same relates and shall be a continuing lien upon the Lot against which each such assessment is made. The aforesaid lien shall be enforceable by the Association in the same manner and subject to the same requirements as are specified by the law of Maryland and the Maryland Rules of Procedure for the foreclosure of mortgages or deeds of trust containing an assent to a decree and covering real property situate and lying in Cecil County, Maryland. Each such assessment, together with interest, costs and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of

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Assessments. A Special Assessment shall have the assent of a majority of the Board of Directors and two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3, 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, 4, and 5 shall be sent to all members not less than twenty (20) days nor more than ninety (90) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, the members entitled to vote thereat shall have the power to adjourn the meeting and provide for notice of an additional meeting at which the members present shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Unimproved Lot Assessment. Assessments for any Lot upon which no dwelling or similar improvement shall be situate during any fiscal year (an Unimproved Lot) shall be one-fourth (1/4) of the amount of the assessment applicable to a Lot of the same type upon which a dwelling or similar improvement shall be situate (an Improved Lot). A Lot shall be considered to be an Unimproved Lot until such time as any dwelling or similar improvement being constructed thereon shall have been completed and is occupied for residential purposes. When a Lot is an Improved Lot during only a portion of a fiscal year, the Annual or Special Lot Assessment shall be duly apportioned and adjusted pro rata.

Section 8. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual or annual basis.

Section 9. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Improved Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 10. Capital Contribution. Each initial purchaser of an improved Lot shall make a capital contribution to the Association in an amount equal to two-twelfths (2/12s) of each Lot's Annual Assessment. The capital contribution shall be collected at the

within three (3) months of the date of the approval, shall be diligently performed and completed within six (6) months after commencement. Failure to do so will cause the approval to be automatically null and void and of no further force and effect. The Board of Directors of the Association shall have the powers to establish reasonable procedures and fees for the processing of applications submitted pursuant to this Article.

The provisions of this Article V shall be inapplicable to new houses, buildings, fences, walls or other structures and additions, changes and alterations thereto which are approved by Declarant in conjunction with the sale of Lots and the construction of new homes. Further, notwithstanding anything herein to the contrary, the Declarant or a Builder shall have the right to store building materials, construction debris and trash upon the Property, and to operate and maintain commercial vehicles during the construction period. Compliance with this Declaration shall not exempt an Owner from obtaining any required permit for any structure from Cecil County.

#### ARTICLE VI USE RESTRICTIONS

Section 1. Residential Use. The Lots, except as hereinafter provided, shall be used for private and residential purposes only and in no event shall any dwelling be used at any time for any commercial purpose, provided, however, that the foregoing shall not preclude "No-impact home based businesses" as more fully described below. None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single family dwelling, and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration. Notwithstanding anything herein to the contrary, pursuant to Section 11 (B)-111.1 of the Real Property Article of the Annotated Code of Maryland (the "Code"), "No-impact home-based businesses" are permitted upon the Lots subject to the following requirements:

- (a) Owners shall notify the Association before operating a No-impact home-based business.
- (b) No-impact home-based businesses are expressly prohibited in any Common Areas.
- (c) Such additional requirements as may be specified by the Board of Directors of the Association, to the extent permitted by applicable law. The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11B-111.1 of the Code, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

For purposes hereof, a "No-impact home-based business" means a business that:

- (a) Is consistent with the residential character of the dwelling;

(b) Is subordinate to the use of the dwelling for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling;

(c) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a No-impact home-based business; and

(d) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland or any local governing body designated as a hazardous material.

Section 2. Family Day Care. A "Family Day Care Home", as such term is defined in Section 2-121 of the Real Property Article of the Annotated Code of Maryland, as amended from time to time, is permitted provided it is in compliance with any applicable state and local laws.

Section 3. Offensive Activities. No noxious or offensive activities 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, provided, however, that this provision shall not in any way apply to any aspect of the Declarant's activities or construction. Notwithstanding any provisions of this Declaration, activities in any way associated with construction of homes on, sales management or administration of the property subject to the jurisdiction of the Association, shall not be deemed noxious, offensive or a nuisance.

Section 4. Signs. No signs of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling situate upon any Lot other than in accordance with Maryland law, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed on the market for sale or rent. Upon settlement or rental of the property so advertised, the real estate sign must be immediately removed.

Section 5. Animals. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of the number, shall be and is hereby prohibited on any Lot or within any dwelling situate on any Lot, except for domestic pets such as dogs, cats and caged birds, provided that they are not kept, bred or maintained for commercial purposes. Notwithstanding the above, no dwelling and Lot may have kept in, on or around them more than two (2) dogs or cats. No animal shall be permitted to run free or be kept tied or chained outside of the dwelling for an extended period of time, nor shall it create any annoyance or nuisance to the neighborhood or any other Lot Owner. The Board of Directors shall have the right to adopt such additional rules and regulations regarding animals as it may, from time to time, consider necessary and appropriate.

Declaration. No Swimming Pool shall be erected or maintained by any person or person, corporation or association on any Lot unimproved by a single-family dwelling unit. This Section 10 shall not operate to bar the placement of above ground hot tubs or spas on a Lot.

Section 11. Motor Vehicles and Garages. Commercial vehicle shall mean and refer to any motor vehicle which has a gross vehicle weight greater than seven (7,000) thousand pounds or has a manufacturer's rated capacity of more than 3/4 ton. Unless otherwise provided by rule or regulation adopted by the Board of Directors, no vehicle which does not display current license tags and registration, junk or inoperable vehicle, commercial vehicle, limousine, bus, travel trailer, trailer, house trailer, mobile home, recreational vehicle, camper, camp truck, boat or the like shall be kept upon any Lot, unless stored entirely within the attached garage on each Lot, or on the Common Area. This provision shall not be construed to prohibit the owner of commercial vehicles from temporarily parking commercial vehicles on a Lot in order to provide goods and services to a Lot owner. Each Lot shall have erected upon it a single-family dwelling with a minimum of a one-car garage.

Section 12. Clotheslines. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or the Common Area, nor shall any outdoor clothes-drying devices such as lines, reels, poles or frames of any nature be erected, installed or maintained on any Lot.

Section 13. Prohibited Motor Vehicles. No mini-bike, motor scooter, all-terrain vehicle or similar vehicles are permitted to be operated on any Lot.

Section 14. Real Estate Sales or Construction Office. Notwithstanding anything contained herein to the contrary, a real estate sales or construction office or a trailer and related signs, may be erected, maintained and operated on any Lot, or in any structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development and/or initial sale of any Lot or Lots, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Community. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer, or sign after such initial development, sales, and/or construction is completed. Except as expressly permitted herein above, neither any part of any Lot, nor any improvement now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected.

Section 15. Fences. Any fence constructed on the property shall be wood or white PVC materials and either solid board or split rail or similar type fencing, or as set forth in rules established pursuant to Article VI, Section 21 hereof, but in no event may any fences be chain link, barbed wire, wire mesh, or any similar type fencing. Prior to erection of a fence, the Owner must make a written request for review and approval of the fence location and style by the Board of Directors or Architectural control committee as



provided for in Article V hereof. No fence shall extend in front of the rear building line of any dwelling. No fence may exceed six (6) feet in height.

Section 16. Antennae. No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a Lot outside of a dwelling, except on the following terms:

(a) An Owner may install, maintain and use on its Lot one (or, if approved, more than one) Small Antenna (as hereinafter defined) in the rear yard of a dwelling on the Lot, at such location, and screened from view from adjacent dwellings in such a manner and using such trees, landscaping or other screening material, as are approved by the Board of Directors or architectural control committee, in accordance with Article II. Notwithstanding the foregoing terms of this subsection, (i) if the requirement that a Small Antenna installed on a Lot be placed in the rear yard of a dwelling would impair such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Lot where such installation, maintenance or use would not be impaired; (ii) if and to the extent that the requirement that such Small Antenna be screened would result in any such impairment, such approval shall be on terms not requiring such screening; and (iii) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on a Lot would result in any such impairment, then such Owner may install on such Lot additional Small Antenna as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

(b) In determining whether to grant any approval pursuant to this Section, neither Declarant, the architectural control committee nor the Board of Directors shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

(c) As used herein, (i) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, section 1.4000, as hereafter amended; and (ii) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

Section 17. Restrictions on Further Subdivision. No Lot upon which a single family dwelling unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than the whole of any such Lot shall be conveyed or transferred by an Owner, provided that this shall not be construed to prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

Section 18. Lease Agreements. All lease agreements with respect to any Lot or any Structure located thereon shall be in writing and submitted to the Board of Directors of the Association for approval. The minimum term of all lease agreements shall be six (6) months, and shall state that the lease agreement shall be subject to this Declaration. Current copies of any lease must be supplied to the Association. Owners who do not reside on their Lot must provide current addresses and phone numbers to the Association.

Section 19. Tree Removal. No Owner shall have the right to remove any of the healthy growing trees located on any of the Lots within the subdivision except upon approval of the Board of Directors or architectural control committee.

Section 20. Minimum Size Requirements and Construction Requirements. The front exterior wall of each single-family dwelling unit shall be constructed of stone, brick, or masonry from ground level to siding. Any dwelling unit erected or maintained on any Lot upon the Properties shall meet the following minimum requirements as to size, exclusive of open porches, basements, unfinished attics, breezeways, or garages: one or two-story dwellings; 1,800 square feet, of which at least 1,100 square feet shall be located on the first floor.

Section 21. Additional Rules and Regulations. The Board of Directors, pursuant to Article X of this Declaration, may adopt additional rules and regulations pertaining to the use of Lots, as the Board of Directors deems appropriate.

## ARTICLE VII LAWN MAINTENANCE EASEMENTS

The Board of Directors, its agents or licensees, shall have the right, but not the duty, to enter upon any Lot, but not the interior of any building or fenced-in area of any yard, for the purpose of mowing and lawn maintenance in the event a homeowner fails to mow or otherwise maintain his or her Lot, at the expense of the Lot Owner.

## ARTICLE VIII ADDITIONAL EASEMENTS

Section 1. Drainage and Utility Easements. Perpetual easements for the installation and maintenance of utilities and surface and sub-grade drainage facilities are reserved for the Declarant and Association in the areas designated as "Drainage Utility Easement", "Drainage, Utility and Stormwater Management Easement" or similar designation as shown on the recorded subdivision plats. Additionally, such easements may be created within the Common Areas by the Declarant and conveyed to the appropriate public agency, authority or utility without the consent of the Class A members so long as the Declarant, its successors and assigns, are Class B members. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change

the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. Declarant shall not be responsible to repair or replace any structure, planting or other material located within the easement area in violation of this Section which is removed. Easements within the boundaries of a Lot shall be regularly maintained by the Owner of the Lot.

Section 2. Declarant's Easement to Correct Drainage. For a period of seven (7) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the ground of every Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Lot Owners, unless, in the opinion of the Declarant, an emergency exists which precludes such notice. This provision shall not be construed as an agreement by the Declarant to undertake any such work.

Section 3. Project Development Sign Easement. An easement for the installation, maintenance, repair and replacement of Project Development Signs and associated landscaping are hereby reserved to the Association in the areas designated as "Buffer Yard C" and "20' x 13.5' DRAINAGE AND UTILITY EASEMENT" on the plat entitled, "FINAL PLAT ONE - SECTION ONE - PHASE ONE - PELHAM MANOR LOTS 1, 2 & 52 - 57", which plat is intended to be recorded among the Land Records of Cecil County, Maryland.

#### ARTICLE IX STREET TREES

For a period of ten (10) years from the date of the initial recordation of a deed in the Land Records of Cecil County conveying a Lot from Declarant, Declarant, its agents and/or contractors, shall be permitted, but shall not be required, to enter upon that twenty foot (20') wide strip of land located on that part of every Lot adjacent to any road right of way bordering that Lot for the purpose of planting trees on the Lot (the "Trees"). Such entry shall not interfere with the Lot Owner's means of ingress and egress to and from his or her Lot. Once planted on a Lot, the Trees shall become the property of the owner of that Lot. Once planted, neither the Declarant, nor the Association shall have any responsibility to maintain or replace the Trees. No Tree planted by Declarant, its agents and/or contractors hereunder, shall be removed, replaced or transplanted without the prior written approval of the Architectural Control Committee of the Association.

## ARTICLE X RULES AND REGULATIONS

Section 1. Board of Directors Authorized to Adopt; Scope. The Board of Directors shall have the power to adopt rules and regulations which shall be binding on each Lot Owner pertaining to the development of the Properties; the control and use of the Common Area; levying of fines and penalties; control and keeping of pets; maintenance and use restrictions applicable to Lots and improvements thereon; and procedures whereby the Association may maintain or remove structures, grass, weeds or trees on Lots which the Owner thereof fails to maintain in a safe and sanitary condition.

Section 2. Notice. The Board of Directors shall mail to each of the members of the Association written notice of any rules or regulations adopted by the Board at least twenty (20) days prior to the effective date of the rules or regulations. Such notices shall be mailed to the address of each member as shown on the most current membership roster of the Association.

Section 3. Adoption; Amendment; Referendum. The adoption or amendment of rules and regulations shall require the vote of two-thirds (2/3) of the Directors present. However, a number of Association members equal to not less than twenty percent (20%) of the members of the Association may petition a referendum on the rules and regulations by filing a written petition with the Board of Directors within twenty (20) days after the mailing of a notice of adoption by the Board. Upon verifying that the requirements of this section have been met, the rules and regulations shall be suspended pending the results of the referendum. The rules and regulations shall be submitted to a vote of the members at a meeting called for this purpose within sixty (60) days after the petition has been verified. The rules and regulations shall be adopted by a vote of a majority of a quorum of members.

## ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event such enforcement proceedings are instituted by the Association, the Owner against whom such a proceeding is instituted shall pay all court costs and actual attorneys fees incurred by the Association in connection therewith. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Additional Rights of Declarant. In view of the fact that the construction of the development is one which will take the Declarant several years to complete, the Declarant, in addition to all rights reserved to it under this Declaration, and

notwithstanding any other provision of the Declaration, specifically reserves the right to use any and all portions of the Properties, including Common Area which may have been previously conveyed to the Association, for all reasonable purposes necessary or appropriate for the full and final completion of development of the Properties subject to the jurisdiction of the Association.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Subject to the provisions of Article XI, Section 5 herein, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than two-thirds (2/3) of the Lot Owners provided, however, that any amendment required by one or more of the Federal Mortgage Agencies as a condition of approval may be made by the Declarant alone with the consent of the Federal Mortgage Agencies. Any amendment or termination must be recorded among the Land Records of Cecil County in order to be effective.

Section 5. Approval by Federal Mortgage Agencies. Notwithstanding the terms of Section 4 of this Article XI, as long as there is Class B membership, the following actions will require the prior approval of the Federal Mortgage Agencies: annexation of properties not identified in Exhibit C, dedication of Common Areas and amendment or termination of this Declaration.

Section 6. Annexation. Declarant shall have the right, but not the duty, to subject all or any part of the land described in Exhibit C attached hereto as a part hereof, to this Declaration without the approval or consent of any Lot Owner of the Federal Mortgage Agencies. Additional property (not shown on Exhibit C) may be annexed to the Property with the consent of two-thirds (2/3) of each class of members and the Federal Mortgage Agencies. An annexation authorized herein shall not become effective until a supplementary declaration containing a specific description of the annexed property is recorded among the Land Records of Cecil County.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 14<sup>th</sup> day of November, 2003.

WITNESS/ATTEST:

Bonnie M. Smith

DECLARANT:

Caldicot Pelham Manor, LBS

BY: 

(SEAL)

Kevin Geraghty, Authorized Member

STATE OF Maryland, COUNTY OF Baltimore, TO WIT:

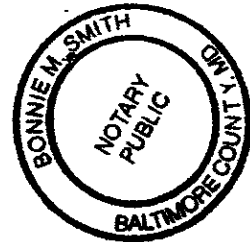
I HEREBY CERTIFY that on this 19<sup>th</sup> day of November, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kevin Geraghty, known to me (or satisfactorily proven) to be the Authorized Member of Caldicot Pelham Manor, LLC, a Maryland limited liability company, and acknowledged that he, as such Authorized Member of Caldicot Pelham Manor, LLC, being authorized to do so, executed the same for the purposes therein contained on behalf of said limited liability company, as its act and deed, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:  
9/3/2007

Bonnie M. Smith  
Notary Public

Return to:  
Stephen W. Lutche, Esquire  
Gessner, Snee, Mahoney & Lutche, P.A.  
11 South Main Street  
P.O. Box 1776  
Bel Air, Maryland 21014  
410-893-7500



PELHAM MANOR HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LAND USE, ARCHITECTURAL CONTROL, COMMON AREAS AND AMENITIES

EXHIBIT A

A description of the initial development area:

1. ALL those lots or parcels of land described in a plat entitled "FINAL PLAT ONE – SECTION ONE – PHASE ONE – PELHAM MANOR LOTS 1,2 & 52-57", which is intended to be recorded among the Land Records of Cecil County, Maryland.

SAVING AND EXCEPTING therefrom the beds of the streets designated as "Manor Circle", "Williams Road" and "Pelhamdale Road" on the plat.

2. ALL those lots or parcels of land described in a plat entitled "FINAL PLAT TWO – SECTION ONE – PHASE ONE—PELHAM MANOR LOTS 3-8, 21-25, 28, 31-35, 48-51, & COMMON OPEN SPACE", which is intended to be recorded among the Land Records of Cecil County, Maryland.

SAVING AND EXCEPTING therefrom the beds of the streets designated as "Manor Circle", "Pelhamdale Road" and "Future Rockledge Court" on the plat.

3. ALL those lots or parcels of land described in a plat entitled "FINAL PLAT THREE – SECTION ONE – PHASE ONE – PELHAM MANOR LOTS 15-20, 36-40, 43-47", which is intended to be recorded among the Land Records of Cecil County, Maryland.

SAVING AND EXCEPTING therefrom the beds of the streets designated as "Manor Circle" and "Wetherbee Court" on the plat.

4. ALL those lots or parcels of land described in a plat entitled "FINAL PLAT – SECTION ONE – PHASE TWO – PELHAM MANOR LOTS 9, 10, 13, 14, 26, 27, 29, 30, 41 & 42", which is intended to be recorded among the Land Records of Cecil County, Maryland.

SAVING AND EXCEPTING therefrom the beds of the streets designated as "Manor Circle", "Pelhamdale Road", "Wetherbee Court", and "Future Rockledge Court" on the plat.

5. ALL those lots or parcels of land described in a plat entitled "FINAL PLAT – SECTION ONE – PHASE THREE – PELHAM MANOR LOTS 58 and 59", which is intended to be recorded among the Land Records of Cecil County, Maryland.

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BOOK 1543 PAGE 441

SAVING AND EXCEPTING therefrom the beds of the streets designated as "Manor Circle" and "Pelhamdale Road" on the plat.



PELHAM MANOR HOMEOWNERS ASSOCIATION, INC,

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, LAND  
USE, ARCHITECTURAL CONTROL, COMMON AREAS AND AMENITIES

EXHIBIT B

Description of Common Areas

1. All that tract or parcel of land designated as "COMMON OPEN SPACE 1.276 Ac." on a plat entitled "FINAL PLAT TWO - SECTION ONE - PHASE ONE - PELHAM MANOR LOTS 308, 21-25, 28, 31-35, 48-51, & COMMON OPEN SPACE", which plat is intended to be recorded among the Land Records of Cecil County, Maryland.

PELHAM MANOR HOMEOWNERS ASSOCIATION, INC,

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LAND USE, ARCHITECTURAL CONTROL, COMMON AREAS AND AMENITIES

EXHIBIT C

\* A description of the area over which the Association may have jurisdiction when development is complete in addition to the land shown on Exhibit A, if the Declarant has title to the property and expressly subjects the land to this Declaration.

1. ALL that tract or parcel of land situate and lying in the Second Election District of Cecil County, Maryland, and more fully described in a deed by and between Randall F. Hutton and Mary E. Hutton and Caldicot Pelham Manor LLC, dated January 14, 2003 and recorded among the Land Records of Cecil County, Maryland in Liber WLB 1300, folio 127 (the "Pelham Manor Property"), saving and excepting therefrom the portion of the Pelham Manor Property which is already subject to this Declaration and which has already been platted and is further described in Exhibit A hereto.

**CONSENT AND AGREEMENT OF  
TRUSTEES AND BENEFICIARY**

John A. Scaldara, Jr. and Scott C. Nicholson, Trustees, and THE COLUMBIA BANK, a federally chartered savings association, who are, respectively, the trustees and the beneficiary under an Indemnity Deed of Trust and Security Agreement dated January 14, 2003, and recorded among the Land Records of Cecil County, Maryland in Liber 1300 at folios 135 et seq., from Caldicot Pelham Manor, LLC hereby join in the foregoing Declaration for the express purpose of subjecting to the operation and effect of the Declaration all of their respective right, title and interest under such Indemnity Deed of Trust and Security Agreement in and to the real property described in the Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in such Declaration as the "Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 26<sup>th</sup> day of NOVEMBER, 2003.

WITNESS:

Karen A. Miller

Karen A. Miller

Karen A. Miller

John A. Scaldara, Jr. (SEAL)  
John A. Scaldara, Jr., Trustee

Scott C. Nicholson (SEAL)  
Scott C. Nicholson, Trustee

THE COLUMBIA BANK

By: Robert N. Canter, Jr. (SEAL)

Name: Robert N. Canter, Jr.

Title: Vice President

WLD AUL BUL # 128  
Dec 02, 2003 12:06 PM

IMP FD SURE \$ 75.00  
RECORDING FEE 20.00  
TOTAL 95.00  
Rest CERO Rest # 3165

STATE OF MARYLAND: COUNTY OF FREDERICK : TO WIT:

I HEREBY CERTIFY that on this 26th day of November, 2003 before me, a Notary Public for FREDERICK County, Maryland, personally appeared John A. Scaldara, Jr., Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed as Trustee.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

My Commission Expires: \_\_\_\_\_

Karen A. Miller  
Notary Public KAREN A. MILLER  
NOTARY PUBLIC  
FREDERICK CO., MD.  
My commission expires April 4, 2006

STATE OF MARYLAND: COUNTY OF FREDERICK : TO WIT:

I HEREBY CERTIFY that on this 26th day of November, 2003, before me, a Notary Public for FREDERICK County, Maryland, personally appeared Scott C. Nicholson, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed as Trustee.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

My Commission Expires: \_\_\_\_\_

Karen A. Miller  
Notary Public KAREN A. MILLER  
NOTARY PUBLIC  
FREDERICK CO., MD.  
My commission expires April 4, 2006

STATE OF MARYLAND: COUNTY OF FREDERICK : TO WIT:

I HEREBY CERTIFY that on this 26th day of November, 2003 before me, a Notary Public for FREDERICK County, Maryland, personally appeared Robert M. Canier Jr., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of THE COLUMBIA BANK, a federally chartered savings association, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

My Commission Expires: \_\_\_\_\_

Karen A. Miller  
Notary Public KAREN A. MILLER  
NOTARY PUBLIC  
FREDERICK CO., MD.  
My commission expires April 4, 2006

RETURN TO:  
STEPHEN W. LUTCH, ESQUIRE  
GESSNER, SNEE, MAHONEY & LUTCH, PA  
11 SOUTH MAIN STREET  
BELAIR, MD 21014  
(410) 893-7500