

DECLARATION  
OF  
COVENANTS

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**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS**

THIS DECLARATION made this 6<sup>th</sup> day of June, 1988, as herein set forth by ETHAN GROSSMAN, TRUSTEE ("The Company" or "Declarant").

WHEREAS, The Company owns a 19+ acre tract of land, more or less, located in Howard County, Maryland. The tract, hereinafter called "The Property," consists of all those lots as shown on a subdivision plat entitled "Signal Hill" recorded among the Land Records of Howard Count, Maryland, on April 13, 1988 in plats 7757, 7758, 7759 and 7760 and [sic]

WHEREAS, Declarant hereby declares that all the property described above shall be held, sold and conveyed subject to all of the following easements, restrictions, conditions and covenants 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 property or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

~~SAB~~ WHEREFORE, for ~~One Dollar~~<sup>no</sup> and ~~other good and valuable~~ considerations, the Declarant says as follows:

**ARTICLE I: DEFINITIONS**

Section 1. "Association" shall refer to the Signal Hill Neighborhood Association, its successors and assigns.

Section 2. "Common Area" shall mean all real property (including improvements thereon) owned by the Association for common use and enjoyment of the owners. The Common Area owned by the Association at the time of the conveyance of the first lot is described as follows:

All open space lots as shown on Plats 7757, 7758, 7759, and 7760 and recorded among the Land Records of Howard County, Maryland.

Section 3. "Declarant" shall mean and refer to Ethan Grossman, Trustee, his successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## **ARTICLE II: PROPERTY RIGHTS**

### **Section 1. Owner's Easements of Enjoyment.**

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Class B Member until such time as Class B is converted.
- (d) the right of the Association to sell, lease or transfer property to a private corporation or individual provided the price is equal to the fair market value.

**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS**

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Section 3. "Declarant" shall mean and refer to Ethan Grossman, Trustee, his successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Class B Member until such time as Class B is converted.
- (d) the right of the Association to sell, lease or transfer property to a private corporation or individual provided the price is equal to the fair market value.

**Section 2. Delegation of Use**

Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III: MEMBERSHIP AND VOTING RIGHTS**

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

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(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership when the total votes outstanding in the Class B Membership.

**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 therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such

assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

(a) In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

**Section 2. Purpose of Assessments:**

The assessments by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and of the homes situated upon the Properties.

**Section 3. Maximum Annual Assessment:**

Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy-Two (\$72.00) Dollars per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Class B members must pay an assessment on each Lot which they own, of not less than fifty (50%) percent of the amount chargeable to Lot Owners, which shall be payable and collected under the same conditions as Class A members.

**Section 4. Special Assessments for Capital Investments:**

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds

(2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4:**

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days, not more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment:**

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments:**

**Due Date:** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent by every owner subject thereto.

The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 8. Effect on Nonpayment of Assessments:**

Remedies of the Association:

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages:**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for an assessments thereafter becoming due or from the lien thereof.

**ARTICLE V: ARCHITECTURAL CONTROL**

No building, fence, wall or other structure including but not limited to reception dishes, T.V. antennas, mail boxes, porches, decks, sheds, garages, swimming pools,

above or below ground, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, including but not limited to a color change, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted by certified mail, return receipt requested, to the Chairman of the Board, approval will not be required and this Article will be deemed to have been fully complied with.

## **ARTICLE VI: GENERAL PROVISIONS**

### **Section 1. Enforcement:**

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in any event be deemed a waiver of the right to do so thereafter.

### **Section 2. Severability:**

Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in wise effect any other provisions which shall remain in full force and effect.

**Section 3. Amendment:**

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

**Section 4. Annexation:**

Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

**Section 5. FHA/VA Approval:**

As long as there is a Class Membership, the following actions may require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

**Section 6. Court Action:**

In the event a suit to enforce the covenants and restrictions is required to be filed by the Neighborhood Association or any Property Owner and it is successful, attorney' fees and costs may be awarded against the party found to be in default.

**ARTICLE VII: GENERAL PROVISIONS**

**ADDITIONAL COVENANTS AND RESTRICTIONS**

Section 1. All Lots shall be used as allowed by Howard County Zoning laws and regulations. If used for residential purposes it may only be used as a single family residence and not as a rooming house. However, this does not preclude up to three (3) unrelated people living in the same house. That the building of a speculative or model home by any builder offered for sale to or inspection by the general public, or for sale, shall not be a violation of the Covenants and Restrictions.

Section 2. No basement, garage or builder's shack constructed preliminary to the completion of the house, shall be used as a residence, temporarily or permanently, and any shack constructed to facilitate the building of permanent improvements approved as hereinafter provided shall be removed within a reasonable length of time after the permanent improvements are completed. No structure may be occupied until completed as per approved plans. However, a Purchaser may reside in a dwelling if the exterior is completed, and the Lot has not been finish-graded.

Section 3. No movable structure of any kind, such as house trailers or mobile homes, shall be permitted to stand upon any Lot, excepting, however, mobile pleasure vehicles and pleasure boats may be parked on a Lot, provided such vehicle is fully enclosed in a garage, or parked where the same may not be seen from the street or from any neighboring residence, except by written approval of the Board of Directors.

Section 4. No noxious or offensive trade or hobby shall be carried on upon any Lot nor shall anything be done thereon which shall be a nuisance or annoyance

to the neighborhood, or adversely affect the peaceful enjoyment of the people in their homes in the area.

Section 5. No animals, or fowl of any type, other than common domestic pets, when kept outside in a board enclosure located by the Architectural Review Committee, shall be kept on the property. However, any animals permitted may be kept, provided they shall not be allowed to roam the neighbors' properties, or create a nuisance or annoyance to the neighborhood.

Section 6. No garbage containers of any sort or form shall be kept in front of the house, except for a reasonable period of time prior to the collection thereof, and for a reasonable time after the garbage has been removed.

Section 7. No unused or inoperable or unlicensed motor vehicles shall be permitted to be parked or stored outside.

**THIRD AMENDMENT TO COVENANTS, EASEMENTS AND RESTRICTIONS FOR SIGNAL HILL**

THIS THIRD AMENDMENT TO COVENANTS, EASEMENTS AND RESTRICTIONS FOR SIGNAL HILL, 2<sup>nd</sup> day of February, 1990

WHEREAS, THE Developer/Declarant Ethan Grossman, Trustee has caused to be filed among the Land Records of Howard County, certain Covenants, Easements and Restrictions dated June 3, 1988 recorded in Liber 1832, Folio 579 and amended on the 13<sup>th</sup> day of January, 1989, recorded in Liber 1949, Folio 520, and further amended on July 31, 1989 and recorded in Liber 2037, Folio 00366, all among the Land Records of Howard County.

WHEREAS, Ethan Grossman, Trustee, the Developer/Declarant wishes to amend the Covenants, Easements and Restrictions.

WHEREAS, the undersigned Property Owners, as defined in Article 1, Section 5 of the Covenants, Easements and Restrictions, in Signal Hill join in this Third Amendment To The Covenants, Easements and Restrictions, and by the signing hereof agree to the change, in accordance with Article VI, Section 3 of the Covenants, Easements and Restrictions.

FOR GOOD AND VALUABLE CONSIDERATION, the Covenants, Easements and Restrictions are amended as follows to add a new Section 8 of Article VII:

**1. Article VII, Section 8 shall be**

“No Motor vehicle of any nature or type including trailer or tractor, or combination which exceeds 4 (four) tons gross vehicle weight, may either be parked or stored on any lot in Signal Hill or in the street in front of any lot in Signal Hill at any time except while the driver is transacting business at the residence, for example, making a delivery or doing repairs. This prohibition applies whether the vehicle is owned by a resident or not. This restriction does not apply to motor vehicles or equipment being used for the initial construction of the home on the lot.”

2. The balance of the Covenants, Easements and Restrictions and the Amendments thereto remain in full force and effect.
3. By signing this Amendment the property owners agree to the Amendment in Paragraph 1 hereof.

**Section 2. Delegation of Use**

Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III: MEMBERSHIP AND VOTING RIGHTS**

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

**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(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership when the total votes outstanding in the Class B Membership.

**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 therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such

assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

(a) In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

**Section 2. Purpose of Assessments:**

The assessments by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and of the homes situated upon the Properties.

**Section 3. Maximum Annual Assessment:**

Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy-Two (\$72.00) Dollars per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Class B members must pay an assessment on each Lot which they own, of not less than fifty (50%) percent of the amount chargeable to Lot Owners, which shall be payable and collected under the same conditions as Class A members.

**Section 4. Special Assessments for Capital Investments:**

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds

(2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4:**

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days, not more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment:**

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments:**

**Due Date:** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent by every owner subject thereto.

The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 8. Effect on Nonpayment of Assessments:**

Remedies of the Association:

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages:**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for an assessments thereafter becoming due or from the lien thereof.

**ARTICLE V: ARCHITECTURAL CONTROL**

No building, fence, wall or other structure including but not limited to reception dishes, T.V. antennas, mail boxes, porches, decks, sheds, garages, swimming pools,

above or below ground, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, including but not limited to a color change, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted by certified mail, return receipt requested, to the Chairman of the Board, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE VI: GENERAL PROVISIONS**

**Section 1. Enforcement:**

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in any event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability:**

Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in wise effect any other provisions which shall remain in full force and effect.

**Section 3. Amendment:**

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

**Section 4. Annexation:**

Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

**Section 5. FHA/VA Approval:**

As long as there is a Class Membership, the following actions may require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

**Section 6. Court Action:**

In the event a suit to enforce the covenants and restrictions is required to be filed by the Neighborhood Association or any Property Owner and it is successful, attorney' fees and costs may be awarded against the party found to be in default.

**ARTICLE VII: GENERAL PROVISIONS**

**ADDITIONAL COVENANTS AND RESTRICTIONS**

Section 1. All Lots shall be used as allowed by Howard County Zoning laws and regulations. If used for residential purposes it may only be used as a single family residence and not as a rooming house. However, this does not preclude up to three (3) unrelated people living in the same house. That the building of a speculative or model home by any builder offered for sale to or inspection by the general public, or for sale, shall not be a violation of the Covenants and Restrictions.

Section 2. No basement, garage or builder's shack constructed preliminary to the completion of the house, shall be used as a residence, temporarily or permanently, and any shack constructed to facilitate the building of permanent improvements approved as hereinafter provided shall be removed within a reasonable length of time after the permanent improvements are completed. No structure may be occupied until completed as per approved plans. However, a Purchaser may reside in a dwelling if the exterior is completed, and the Lot has not been finish-graded.

Section 3. No movable structure of any kind, such as house trailers or mobile homes, shall be permitted to stand upon any Lot, excepting, however, mobile pleasure vehicles and pleasure boats may be parked on a Lot, provided such vehicle is fully enclosed in a garage, or parked where the same may not be seen from the street or from any neighboring residence, except by written approval of the Board of Directors.

Section 4. No noxious or offensive trade or hobby shall be carried on upon any Lot nor shall anything be done thereon which shall be a nuisance or annoyance

to the neighborhood, or adversely affect the peaceful enjoyment of the people in their homes in the area.

Section 5. No animals, or fowl of any type, other than common domestic pets, when kept outside in a board enclosure located by the Architectural Review Committee, shall be kept on the property. However, any animals permitted may be kept, provided they shall not be allowed to roam the neighbors' properties, or create a nuisance or annoyance to the neighborhood.

Section 6. No garbage containers of any sort or form shall be kept in front of the house, except for a reasonable period of time prior to the collection thereof, and for a reasonable time after the garbage has been removed.

Section 7. No unused or inoperable or unlicensed motor vehicles shall be permitted to be parked or stored outside.

**THIRD AMENDMENT TO COVENANTS, EASEMENTS AND RESTRICTIONS FOR SIGNAL HILL**

THIS THIRD AMENDMENT TO COVENANTS, EASEMENTS AND RESTRICTIONS FOR SIGNAL HILL, 2<sup>1/2</sup> day of February, 1990

WHEREAS, THE Developer/Declarant Ethan Grossman, Trustee has caused to be filed among the Land Records of Howard County, certain Covenants, Easements and Restrictions dated June 3, 1988 recorded in Liber 1832, Folio 579 and amended on the 13<sup>th</sup> day of January, 1989, recorded in Liber 1949, Folio 520, and further amended on July 31, 1989 and recorded in Liber 2037, Folio 00366, all among the Land Records of Howard County.

WHEREAS, Ethan Grossman, Trustee, the Developer/Declarant wishes to amend the Covenants, Easements and Restrictions.

WHEREAS, the undersigned Property Owners, as defined in Article 1, Section 5 of the Covenants, Easements and Restrictions, in Signal Hill join in this Third Amendment To The Covenants, Easements and Restrictions, and by the signing hereof agree to the change, in accordance with Article VI, Section 3 of the Covenants, Easements and Restrictions.

FOR GOOD AND VALUABLE CONSIDERATION, the Covenants, Easements and Restrictions are amended as follows to add a new Section 8 of Article VII:

**1. Article VII, Section 8 shall be**

“No Motor vehicle of any nature or type including trailer or tractor, or combination which exceeds 4 (four) tons gross vehicle weight, may either be parked or stored on any lot in Signal Hill or in the street in front of any lot in Signal Hill at any time except while the driver is transacting business at the residence, for example, making a delivery or doing repairs. This prohibition applies whether the vehicle is owned by a resident or not. This restriction does not apply to motor vehicles or equipment being used for the initial construction of the home on the lot.”

2. The balance of the Covenants, Easements and Restrictions and the Amendments thereto remain in full force and effect.
3. By signing this Amendment the property owners agree to the Amendment in Paragraph 1 hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6<sup>th</sup> day of ~~September, 1987.~~ June, 1988.

✓  
✓  
ETHAN GROSSMAN, TRUSTEE

\_\_\_\_\_  
BY: *Ethan Grossman* (SEAL)  
Ethan Grossman

STATE OF MARYLAND, COUNTY OF Howard, to-wit:

I HEREBY CERTIFY that on this 6<sup>th</sup> day of June, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ETHAN GROSSMAN, TRUSTEE, and acknowledged the foregoing COVENANTS, CONDITIONS AND RESTRICTIONS to be his act.

AS WITNESS my hand and Notarial Seal.

*Nancy E. Eddington*  
Notary Public

My Commission Expires:  
7-1-90

