

**THE OFFUTT RIDGE HOMEOWNERS' ASSOCIATION, INC.  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

Preamble.....	3
ARTICLE I.....	4
Section 1. Definitions.....	4
ARTICLE II.....	5
Section 1. Grant of Lots.....	5
Section 2. Owner’s Easements of Enjoyment.....	5
Section 3. Delegation of Use.....	6
Section 4. Structures.....	6
Section 5. Rules.....	6
Section 6. Association Management.....	6
ARTICLE III.....	6
Section 1. Membership.....	6
ARTICLE IV.....	7
Section 1. Member’s Right of Enjoyment.....	7
Section 2. Limitations.....	7
ARTICLE V.....	8
Section 1. Annual Maintenance Assessments.....	8
Section 2. Maximum Assessment.....	9
Section 3. Special Maintenance Assessments.....	9
Section 4. Reserves for Replacements.....	10
ARTICLE VI.....	10
Section 1. Non-Payment of Assessments.....	10
Section 2. Assessment Certificates.....	11
Section 3. Acceleration of Installments.....	12
Section 4. Priority of Lien.....	12
Section 5. Additional Default.....	12
Section 6. Commencement of Annual Assessments.....	13
ARTICLE VII.....	13
Section 1. Architectural Review Committee.....	13
Section 2. Architectural Review Committee - Operation.....	13
Section 3. Approvals, Etc.....	14
Section 4. Limitations.....	14
Section 5. Rules and Regulations, Etc.....	14
Section 6. Prohibited Use and Nuisances.....	14
Section 7. Exterior Modifications.....	17
Section 8. Maintenance.....	17
Section 9. Residential Use.....	17
Section 11. Fences.....	18
Section 12. House Rules, Etc.....	18
Section 13. Enforcement - Right to Remove or Correct Violations.....	18
Section 14. Environmental Restrictions.....	18

Section 15. Farm Property Restrictions.....	19
Section 16. Farm Property Effect. ....	19
ARTICLE VIII.....	19
Section 1. Management Agent.....	19
Section 2. Limitation of Liability.....	20
ARTICLE IX.....	20
Section 1. Reservation of Easement Rights by the Declarant.....	20
Section 2. Easements for Utilities and Related Purposes. ....	21
ARTICLE X.....	21
Section 1. Annexation. ....	21
ARTICLE XI.....	21
Section 1. Future Phases.....	21
ARTICLE XII.....	22
Section 1. Cross Easements.....	22
Section 2. Recreational Easements. ....	22
ARTICLE XIII.....	22
Section 1. Amendment.....	22
Section 2. Duration.....	22
Section 3. Construction and Enforcement.....	22
Section 4. Successors of Declarant. ....	23
Section 5. Incorporation by Reference on Resale. ....	23
Section 6. Notices. ....	23
Section 7. No Dedication to Public Use.....	23
Section 8. Severability.....	23
Section 9. Amendment Authority.....	23
Section 10. Captions and Genders. ....	24
Section 11. Trustees and Lender. ....	24

# THE OFFUTT RIDGE HOMEOWNERS' ASSOCIATION, INC. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

## Preamble

**THIS DECLARATION**, made this 22nd day of May, 1990, by OFFUTT RIDGE LIMITED PARTNERSHIP, a Maryland Limited Partnership (hereinafter referred to as the "Declarant"), PAUL J. MCGINTY, JR. and DAVID R. NAKA, Trustees (hereinafter referred to as the "Trustees"), BELL MORTGAGE COMPANY (hereinafter referred to as the "Lender") and THE RYLAND GROUP, INC., a Maryland Corporation (hereinafter referred to as "RYLAND").

WITNESSETH:

WHEREAS, The Declarant is the owner of certain real property situate in Baltimore County, Maryland, which is more particularly described in Exhibit A attached hereto and made a part hereof ("Property") and

WHEREAS, the Trustees are the Trustees of an Indemnity Deed of Trust (the "Deed of Trust") on the Property from the Declarant dated September 28, 1989, and recorded among the Land Records of Baltimore County in Liber S.M. No. 8285, folio 799. The Lender is the holder of a Deed of Trust Note securing said Deed of Trust. The Trustees and Lender are joining in this Declaration for the sole purposes set forth in Article XIII, Section 11 hereof; and

WHEREAS, Declarant and Ryland have executed a Contract of Sale for the Property described herein; and

WHEREAS, the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below; and

WHEREAS, the Declarant desires to subject the Property and the improvements located or to be located thereon, to the covenants, conditions and restrictions set forth herein which are for the purpose of protecting the value and desirability of the Property and the improvements thereon and are for the purpose of distributing among the owners of the improvements the cost of maintaining and operating the Recreational Areas (as hereinafter defined), and any improvements constructed thereon; and

WHEREAS, the Declarant has caused or will cause a non-profit membership corporation known or to be know as The Offutt Ridge Homeowners Association, Inc. (the "Association") to be formed in order to perform certain functions on behalf of the owners of the lots within the Property, including, but not limited to, the enforcement of the covenants, conditions and restrictions herein set forth, and for management of the Recreational Areas, and collection and disbursement of the assessments and charges hereinafter created.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title of interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure the benefit of each owner of the Property or nay part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

# ARTICLE I

## Section 1. Definitions.

The following terms, when used in this Declaration, shall have the following meanings:

- (a) "Association" shall mean and refer to The Offutt Ridge Homeowners' Association, Inc., a Maryland not for profit corporation, as formed or to be formed by Declarant.
- (b) "Declarant" or "Developer" or "Grantor" shall mean and refer to the Declarant hereinabove identified in the preamble to this Declaration, and its successors and assigns; provided, however, that the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant shall not inure to the benefit of or burden the successors and assigns of the Declarant, except to the extent that any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successor or assign by instrument in writing.
- (c) "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence by a single person or family.
- (d) "Farm Property" shall mean and refer to that property described and included in Exhibit A. The Farm Property shall be included in the Association.
- (e) "Lot" shall mean and refer to all subdivided parcels or property, where a Dwelling is proposed to be constructed.
- (f) "Member" shall mean and refer to any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association.
- (g) "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any unrecorded deed of trust, encumbering one or more of the Lots. "Mortgage" as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "Institutional Mortgagee" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration the terms "holder" and "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

In the event any mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA"), then as to such mortgage the expressions "Mortgagee" and "Institutional Mortgagee" include the FHA or the VA, as the circumstances may require, acting, respectively, through the Federal Housing Commissioner and the Commissioner of Veterans Benefits, or through other duly authorized agents.

- (h) "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or, if a Lot is subject to a reversion reserved in a lease redeemable pursuant to Title 8 of the Real Property Article, Annotated Code of Maryland, the owner of the

leasehold interest, and not the holder of title as such of the reversionary interest; including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

- (i) "Property" shall mean that certain Property described in Exhibit A attached (including the Farm Property described therein), and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration as herein provided.
- (j) "Plat" shall mean and refer to the Plat entitled "Offutt Ridge Plat 1", "Offutt Ridge Plat 2", and "Offutt Ridge Plat 3", all dated September, 1989, and recorded among the Land Records of Baltimore County.
- (k) "Recreational Areas" shall refer to those areas as described in Exhibit B.
- (l) "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, or bath house, coop or cage, covered or uncovered patio, swimming pool, clothesline, deck, radio, television or other antenna, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement made to the Property or any part thereof. "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 from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Class A Member hereunder.

Whenever in this Declaration any action is required to be taken by a specified percentage of "each. class of the then Members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding Class A Members of the Association and by the specified percentage of the then outstanding Class B Members of the Association. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then Members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative Membership of the Association.

## **ARTICLE II**

### **Section 1. Grant of Lots**

Declarant shall hereafter hold, grant and convey the Property, and any parts thereof, including Lots and Recreational Areas, subject to the covenants, conditions and restrictions herein set forth, which are for the benefit of, binding upon and shall run with the land, and are for the benefit of Declarant, the Association and the Owners, their heirs, personal representatives, successors and assigns.

### **Section 2. Owner's Easements of Enjoyment**

Every Owner shall have a right and nonexclusive easement of enjoyment in and to the Recreational Areas 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 Recreational Areas;

- (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.

### **Section 3. Delegation of Use.**

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Recreational Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on a Lot.

### **Section 4. Structures.**

Except as otherwise permitted by the provisions of the Declaration, no Structure shall be erected, placed or maintained on any Recreational Area except: structures designed exclusively for the common use of Owners, including, but not limited to, benches, chairs or other seating facilities, fences and walls, walkways, roadways, tennis court(s) and similar recreational facilities. The Recreational Area may be graded, planted with trees and shrubs and other plants placed and maintained thereon for the use, comfort and enjoyment of the Owners or for the establishment, retention or preservation of the natural growth or topography of the Recreational Areas and for aesthetic reasons.

### **Section 5. Rules.**

The Association shall have the right to prescribe reasonable rules and regulations governing the use of the Recreational Areas, which rules and regulations shall be applied equally to all Owners. The Association shall have the right to suspend use of the Recreational Areas by an Owner for a period of not less than thirty (30) days nor more than one hundred twenty (120) days for an infraction of its published rules and regulations.

### **Section 6. Association Management.**

The Association may improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Recreational Areas, including, by way of illustration, and not limitation, sidewalks, and all trees, shrubbery and other plants and landscaping together with any items of personal property placed or installed thereon, at the cost and expense of the Association.

## **ARTICLE III**

### **Section 1. Membership.**

The Association shall have two classes of voting Membership, which shall be known as "Class A" and "Class B".

- (a) With the exception of the Declarant and Ryland, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner as defined in ARTICLE I, or which otherwise becomes subject by the covenants set forth in this Declaration to assessment by the Association, shall be a Class A Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. Each Class A Member shall be entitled to one (1) vote for each lot in which such Member holds the interest required for Class A Membership.
- (b) There shall be 2 Class B Memberships in the Association. The Class B Members shall be the Declarant, its nominee or nominees, and Ryland, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof,

who shall obtain any Class B Membership by specific assignment from the Declarant. Each Class B Member shall be entitled to three (3) votes for each Lot it holds. Each Class B Membership shall lapse and be converted to Class A Membership upon the earlier to occur of the following:

- i. the date on which the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or
- ii. on January 1, 1997.

## **ARTICLE IV**

### **Section 1. Member's Right of Enjoyment.**

Every Member shall have a non-exclusive right and easement of enjoyment, in common with others, in and to the Recreational Areas, and such non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Lot subject to the following:

- (a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of four-fifths (4/5) of each class of the then Members of the Association, voting separately, to borrow money for the purpose of improving the Recreational Areas in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any of the Recreational Areas; and
- (b) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of the Declaration; and
- (c) the right of the Association to adopt reasonable rules respecting use of the Recreational Areas to reasonably limit the number of guests of Members to the use of any Recreational Areas which are existing or developed upon the Property; and
- (d) the right of the Association to suspend the voting rights and the rights to use of the Recreational Areas for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of any of the published rules and regulations of the Association; and
- (e) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines of appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such license, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Recreational Areas.

### **Section 2. Limitations.**

- (a) Any other provision of the Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any Member of the Association to use any private pathways upon the Recreational Areas for pedestrian ingress and egress to and from his Lot.

- (b) Any other provision of the Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any Member of the Association to use the Recreational Areas for necessary, ordinary and reasonable pedestrian ingress and egress to and from his Lot, or to suspend any easement over the Recreational Areas for storm water drainage, electrical energy, water, sanitary sewer, natural gas, CATV service, telephone service or similar utilities and services to the Lots.

## ARTICLE V

### Section 1. Annual Maintenance Assessments.

Notwithstanding the provisions of Article VI, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee owner of a Lot within the Property (i.e., each Class A Member of the Association), by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a semi-annual sum (herein elsewhere sometimes referred to as "maintenance assessments") equal to one-half (1/2) of the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

- (a) the cost of all landscaping and operating expenses of the Recreational Areas and the services furnished to or in connection with the Recreational Areas, including charges by the Association for any services furnished by it; and
- (b) the cost of necessary management and administration of the Recreational Areas, including fees paid to any Management Agent; and
- (c) the amount of all taxes and assessments levied against the Recreational Areas; and
- (d) the cost of liability insurance of the Recreational Areas, and the cost of such other insurance as the Association may effect with respect to the Recreational Areas; and
- (e) the cost of utilities and other services which may be provided by the Association, whether for the Recreational Areas or for the Lot, or both; and
- (f) the cost of maintaining, replacing, repairing, and landscaping the Recreational Areas, including, without limitation, the cost of the maintenance of all pathways upon the Property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith, as well as maintenance of water quality and wetlands preservation (professional maintenance); and
- (g) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements.

The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a monthly, quarterly, or annual basis rather than on the semi-annual basis hereinabove provided for. Any Class A Member may prepay one or more installments of any annual maintenance assessment levied by the Association, without premium or penalty.



The Board of Directors shall prepare, or cause the preparation of any annual operating budget for the Association which shall provide, without limitation, for the management, operation and maintenance of the Recreational Areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the annual maintenance assessments shall thereupon be sent to the Class A Members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Class A Member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No Class A Member may exempt himself from liability for the maintenance assessments by abandonment of any Lot belonging to him or by the abandonment of his right to the use and enjoyment of the Recreational Areas.

This Declaration contemplates that the Association shall have responsibility for maintenance and repair of the Recreational Areas. The Owner of any Lot shall, at his own expense, maintain the interior and exterior of his dwelling, and any area contained therein, including fenced-in areas, in good order, condition and repair, and in a clean, sightly and sanitary condition at all times. Further, each Owner shall pay two (2) months' assessment at settlement, to be placed in reserves.

## **Section 2. Maximum Assessment.**

During the first year in which assessments are collected and commenced pursuant to this Declaration, the annual assessment shall be Two Hundred Ninety-five Dollars (\$295.00) for each Lot. These assessments shall be the maximum annual assessment for that first year. Thereafter, the maximum permissible annual assessment may be increased each year by five percent (5%) 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 five percent (5%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3rds) of each class of Members of the Association, voting in person or by proxy, at a meeting called for such purpose, with at least sixty percent (60%) of the Lot Owners or their proxies present after adequate notice. 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 Membership vote.

Annual assessments must be fixed at a uniform rate for each Lot within each class of membership.

Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which the Declarant is the Owner on January 1<sup>st</sup> of the year to which the assessment pertains, shall equal twenty-five percent (25%) of the annual assessment or charge made or levied against any other Lot or the Property, it being intended that the Declarant shall not pay more, or less, than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this Section.

## **Section 3. Special Maintenance Assessments.**

In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon, or forming a part of the Recreational Areas, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided, however, that such assessment shall have the assent of the Members representing a majority of the then Class A Members

of the Association and two-thirds (2/3) of the then Class B Members of the Association. A meeting of the Members shall be duly called for this purpose.

#### **Section 4. Reserves for Replacements.**

The Association may establish and maintain a reserve fund for repairs and replacements of the Recreational Areas by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligation of, or fully guaranteed as to principal by, the United States of America.

The reserve for replacement of the Recreational Areas may be expended only for the purpose of affecting the replacement, and for startup expenses and operating contingencies of a non-recurring nature relating to the Recreational Areas. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred, or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

## **ARTICLE VI**

### **Section 1. Non-Payment of Assessments.**

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period, and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland, and may by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix, and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member, in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland containing a power of sale and consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment.

To the extent requested in writing so to do by any such mortgagee, the Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days, and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any assessment

levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

The Board of Directors may post a list of Members who are delinquent in the payment of any assessments or other fees which may be due the Association, including any installment thereof, which become delinquent, in any prominent location upon the Property.

\*\*\*\*\* BEGIN MEMORANDUM ADDED JUNE 25, 2004 \*\*\*\*\*  
*MEMORANDUM OF UNANIMOUS CONSENT  
OF THE BOARD OF DIRECTORS OF  
THE OFFUTT RIDGE HOMEOWNERS' ASSOCIATION, INC.*

*We, the undersigned, being the entire Board of Directors of The Offutt Ridge Homeowners' Association, Inc. a Maryland corporation (the "Corporation"), in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, do hereby take the actions below set forth, in lieu of a Board meeting, and to evidence the waiver of any right to dissent from such actions, do hereby unanimously consent as follows:*

*RESOLVED: That Article VI, Section 1 of The Offutt Ridge Homeowners' Association, Inc. Second Amended Declaration of Covenants, Conditions and Restrictions, recorded among the Land Records of Baltimore County, Maryland at Liber 8446, folio 648 (the "Declaration"), authorizes the Board of Directors to subject a Member obligated to pay an assessment levied pursuant to the Declaration, to pay a late charge as the Board may fix.*

*FURTHER RESOLVED: That the Board of Directors hereby authorizes and imposes a Fifty Dollar (\$50) late charge on any assessment levied pursuant to such Declaration, if not paid by a Member within thirty (30) days after it is due.*

*FURTHER RESOLVED: That the Board of Directors shall mail notice of the Fifty Dollar (\$50) late charge to all Members of The Offutt Ridge Homeowners' Association, Inc. (the "Association") within thirty (30) days of the date hereof (the "Notice").*

*FURTHER RESOLVED: That the actions herein taken by the Board of Directors shall become immediately effective and be imposed upon any assessment not paid by a Member of the Association within thirty (30) days of the date of the Notice.*

*WITNESS the execution hereof as of the 25<sup>th</sup> day of June, 2004.*

*DIRECTORS:  
John Mackey  
Andy Grosko  
Jacqueline Brown*

\*\*\*\*\* END MEMORANDUM DATED JUNE 25, 2004 \*\*\*\*\*

## **Section 2. Assessment Certificates.**

The Association shall, upon demand at any time, furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

### **Section 3. Acceleration of Installments.**

Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

### **Section 4. Priority of Lien.**

The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) general or special assessments for ad valorem real estate taxes on the Lot; and
- (b) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment thereon of the maintenance assessments provided for in this Declaration or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on account of any such assessments were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments and installments thereof, which have become due and payable prior to a sale or transfer of the Lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the Lot and made in good faith and for value received who comes into possession of the Lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or foreclosure sale, shall take the Lot free of any claims for unpaid maintenance assessments levied against the Lot which accrue prior to the time such holder comes into possession of the Lot or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid maintenance assessments among the Lots upon the Property.

Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the purchaser at any foreclosure sale from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payments of such maintenance assessments, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby), recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holder of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto.

### **Section 5. Additional Default.**

Any recorded first mortgage secured on a Lot on the Property shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof, and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 4 of the Article shall not be altered, modified or diminished by reason of such failure.

## **Section 6. Commencement of Annual Assessments.**

Except as may be otherwise resolved by the Board of Directors of the Association, the annual maintenance assessment for each Class A Membership and each Class B Membership shall commence on the date upon which 75% of the Lots in the Association are conveyed to Class A members. The first installment of each such annual assessment shall be made for the balance of the six-month period during which a deed for the Lot is delivered to the Member and shall become due and payable and a lien on the date a deed for the Lot is delivered to the Member. Except as herein elsewhere provided, the semi-annual installments of each such annual assessment for any Lot for any six-month period after the first six-month period shall become due and payable and a lien on the first day of each successive six-month period.

## **ARTICLE VII**

### **Section 1. Architectural Review Committee.**

Except for construction or development by, for or under contract with the Declarant or Ryland, and except for any improvements to any Lot or to the Recreational Areas accomplished by the Declarant or Ryland, concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of paint color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction, and any other proposed form of change (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and conformity with the design concept for the community by an Architectural Review Committee designated by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any exterior lighting, awnings, patio covers, fences, walls, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of the Recreational Areas, or to remove or alter any windows or exterior doors of any Dwelling, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Architectural Review Committee designated by the Board of Directors.

### **Section 2. Architectural Review Committee - Operation.**

The Board of Directors shall appoint an Architectural Review Committee. The Architectural Review Committee shall be composed of three (3) or more natural persons initially designated by the Declarant for the first two (2) years of the Association. Thereafter, the Association may change the Membership upon the requisite affirmative votes. The affirmative vote of a majority of the Members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

### **Section 3. Approvals, Etc.**

In considering whether to grant any approval, the Architectural Review Committee may consider the suitability of the plans/specifications in relation to the Lot and other Lots, and may base such consideration upon such, if any, information concerning the nature, kind, shape, height, materials, location and approximate cost of such plans/specifications, all to the end that such plans/specifications shall be in harmony with, and have no adverse effect upon the immediate surroundings and other Lots. Subsequent to approval by the Architectural Review Committee, the Committee shall send their approval in writing to the applicant Owner.

If the plans and specifications fail to meet the Committee's approval, a notice shall be sent to said applicant Owner no later than sixty (60) days from the date of application. Notice of approval of the Committee shall be due seventy (75) days from the date of application.

It is the intent of the Declarant that the Architectural Review Committee shall have full and final authority on all matters regarding architectural standards and controls. Such authority shall be exercised, however, in accordance with the Declarant's original scheme.

### **Section 4. Limitations.**

Construction or alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved, and shall be substantially completed within six (6) months following the date of commencement, or within such other period as the Committee shall specify in their approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

There shall be no substantial deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

### **Section 5. Rules and Regulations, Etc.**

The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials and other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decision of the Architectural Review Committee shall be final.

### **Section 6. Prohibited Use and Nuisances.**

Except for the activities of the Declarant or Ryland during the construction or development of the Property, or except with the prior written approval of the Board of Directors of the Association or the Architectural Review Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any Dwelling or upon the Recreational Areas:

- (a) No shop, retail or wholesale, or other kind of store, factory, saloon, beauty parlor, doctor's office or other office, professional office (unless the professional office does not require parking or signage), or business house of any kind, no hospital, asylum or institution of any like or kindred nature, and no charitable institution shall be erected or maintained on the Property. No building shall be erected, altered, placed or permitted to remain on any part of the Property other than detached single-family dwellings, and recreational facilities.
- (b) Real estate sales, management and/or construction offices may, with the written consent and approval of the Declarant, be erected, maintained and operated on any part of the Property and/or in any building or structure now or hereafter erected thereon, provided such offices are used or operated on a temporary basis in connection with the development of the Property or the construction of improvements thereon, or the management, rental or sale of any part thereof or any improvements which may be now or hereafter erected thereon, but no part of the Property or any part of any improvements set forth in this paragraph shall be so maintained without the prior written consent and approval of the Declarant being first had and obtained.
- (c) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforesaid recorded Plats and over the front and rear ten (10) feet of each Lot of the Property.
- (d) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such device as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any Dwelling or upon the exterior of any other improvements constructed upon any Lot.
- (e) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling, except that this shall not prohibit the keeping of four (4) dogs, or four (4) cats or four (4) caged birds or any combination thereof, as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Recreational Areas unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.
- (f) ~~No burning of any trash and no accumulation or storage of litter, lumber, scrap metal, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot.~~  
Changed to: (f) No burning of any trash without a County permit and no accumulation or storage of litter, lumber, scrap metal, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot. If a permit is obtained from local authorities for the burning of trash, advance notification to the Board shall be made by the member before such activity occurs along with a copy of any permits.
- (g) No junk vehicle, unlicensed or inoperable motor vehicle, trailer, camper, recreational vehicle, van (except a van having a passenger car license), camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary or usual in connection with the use and maintenance of any Dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the

Recreational Areas) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

- (h) Trash and garbage shall not be permitted to remain in public view, except on designated trash pick-up days.
- (i) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.
- (j) No structure of a temporary character, storage shed, above-ground swimming pool, recreational structures, or other structures shall be erected, used or maintained on any Lot at any time, unless Architectural Review Committee written consent is acquired.
- (k) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" or "For Sale" signs, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or Dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.
- (l) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.
- (m) ~~No outside television aerial or radio antenna, satellite dish, or other aerial or antenna for receipt or transmission, shall be maintained upon the Property; provided, however, that roof-mounted antenna extending less than five (5) feet in any one dimension shall be permitted.~~ Changed to: (m) Outside television aerial or radio antenna, satellite dish, or other aerial or antenna for receipt or transmission, may be maintained upon the Property upon approval of the Architectural Review Committee.
- (n) ~~No Member shall make any private or exclusive or proprietary use of any of the Recreational Areas except with the specific approval of the Architectural Review Committee and the Association, and then only on a temporary basis, and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise, or in any manner attempt to assert control over any employee of the Association.~~ Changed to: (n) No Member shall make any private or exclusive or proprietary use of any of the Recreational Areas except with the specific approval of the Board of Directors and the Association, and then only on a temporary basis, and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise, or in any manner attempt to assert control over any employee of the Association.

[This original paragraph (o) was deleted, via the First Amendment to the Covenants on October 15, 1990, and the new paragraph (o) was inserted.]



- (o) ~~Original: No Dwelling shall contain less than eighteen hundred (1,800) square feet of area, exclusive of garage and basement, if any.~~  
New: No Dwelling shall contain less than eleven hundred (1,100) square feet of area, exclusive of garage and basement, if any.
- (p) Well pipes shall not extend more than eighteen (18) inches above ground. Only submersible pumps shall be permitted.
- (q) Streams and waterways shall not be used for any purpose.
- (r) All Recreational Areas are to be used solely by Owners and guest of Owners, if accompanied.
- (s) No solar energy cells or wind-powered devices shall be erected or maintained.
- (t) All Dwellings must have at least a one-car garage attached.
- (u) All driveways are to be asphalt or concrete.
- (v) All mailboxes shall be in accordance with the design as described on Exhibit C, attached hereto.

## **Section 7. Exterior Modifications.**

All exterior changes, including lighting and paint color, to all Dwellings shall be prohibited without first obtaining the consent, in writing, of the Architectural Review Committee and the Association, in accordance with this Article VII.

## **Section 8. Maintenance.**

The Association shall be responsible for the maintenance of the Recreational Areas as shown on the Plats recorded against this Property, including landscaping along the streets surrounding the Property, and maintenance of entry fence and entry monumentation. The Association shall not be responsible for maintenance of roofs, any interior items, or maintenance of each Owner's landscaped areas.

## **Section 9. Residential Use.**

All Dwellings shall be used for private residential purposes exclusively.

## **~~Section 10. Lease Agreements.~~**

~~All lease agreements shall be in writing and submitted to the Board of Directors for approval. The minimum term of all lease agreements shall be one (1) year, and shall state that the lease agreement shall be subject to this Declaration.~~

Changed to:

## **Section 10. Lease Agreements.**

All lease agreements shall be in writing and submitted to the Board of Directors for documentation. The minimum term of all lease agreements shall be one (1) year, and shall state that the lease agreement shall be subject to this Declaration.

## **Section 11. Fences.**

Any fence constructed upon the Property shall not extend beyond forty-eight (48) inches in height. Chain-link or other metal fences are prohibited in front yards. All plans for fences must have prior written approval of the Architectural Review Committee, in accordance with the provisions of this Declaration.

## **Section 12. House Rules, Etc.**

There shall be no violation of any rules for the use of the Recreational Areas or "house rules" or other community rules and regulation not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the Membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

## **Section 13. Enforcement - Right to Remove or Correct Violations.**

In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural Review Committee and the Association required herein, and, upon written notice from the Architectural Review Committee, such violation shall be promptly removed or abated. In the event same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Review Committee) to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation, and the cost to remove or otherwise terminate or abate such violation, and the cost thereof may be assessed against the Lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all such respects, and subject to the same limitations and powers as provided in Articles V and VI of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article VII or any of the other provisions or requirements of this Declaration exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

## **Section 14. Environmental Restrictions.**

The Declarant has entered into an agreement with the Baltimore County Department of Environmental Protection and Resource Management to adhere to the following water quality best management practices and, by the acceptance of a deed conveying any Lot, the Owner thereof covenants to adhere to the following:

- (a) All Recreational Areas except those areas used for building, sidewalks and paving, will be planted with vegetated cover and/or landscaped as soon as possible after final grading and maintained in such condition.
- (b) Dirt and debris accumulating on private roads will be removed according to the following schedule: May through October, concurrent with grass mowing; November through April, monthly.

- (c) Snow removal will be by mechanical means except in severe snow and ice conditions, when deicing compounds may be used.
- (d) Application of fertilizers, herbicides and pesticides will not exceed recommendations of the University of Maryland Cooperative Extension Services.
- (e) Filling will not occur in grassed or lined drainage or swales.
- (f) No clearing, grading or disturbance of vegetation shall occur in the Natural Resource Conservation Area as shown on the Plats.
- (g) Proposed grading will be limited to the Dwelling and driveway locations and such areas immediately adjacent as required to provide drainage. Such grading shall not exceed 8,000 square feet.

### **Section 15. Farm Property Restrictions.**

The Farm Property shall be maintained by its Owner in accordance with the following restrictions:

- (a) No more than ten (10) horses may be kept on the Property at any time.
- (b) No horses shall be allowed to graze on the natural resource conservation area.
- (c) All existing barns shall be properly maintained and no waste shall be permitted.
- (d) All fields on the Farm Property not located within the Natural Resource Area shall be mowed.
- (e) All horse manure shall be properly disposed of, and proper controls shall be established and followed.
- (f) No outside storage of vehicles or other farm equipment.
- (g) No sign to be erected or maintained.

### **Section 16. Farm Property Effect.**

All Owners acknowledge that the Property is in close proximity to active agricultural operations, that agriculture has a preferred use status, and further, that odors, noise, dust, farm equipment, livestock and the use of agricultural chemicals (such as pesticides, fertilizer, herbicides, and other control agents) are in active use.

## **ARTICLE VIII**

### **Section 1. Management Agent.**

The Board of Directors may employ for the Association a management agent or firm or manager (the "Management Agent") at a rate of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing, including, without limitation:

- (a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration, and to provide for the enforcement of liens thereof in a manner consistent with the law and the provisions of this Declaration;
- (b) to provide for the care, upkeep, maintenance and surveillance of the Recreational Areas;
- (c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Recreational Areas;
- (d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations, and such restrictions and requirements, "house rules" or the like as may be deemed proper respecting the use of the Recreational Areas; and
- (e) to provide or arrange to provide such other services (including legal and accounting services) for the Association as may be consistent with the law and the provisions of this Declaration.

Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated, with or without cause and without the payment of any termination fee, by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

## **Section 2. Limitation of Liability.**

The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Recreational Areas or, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Recreational Areas. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Recreational Areas, or from any action taken by the Association to comply with any of the provisions of this Declaration, or with any law or ordinance, or with the order or directive of any municipal or other governmental authority.

## **ARTICLE IX**

### **Section 1. Reservation of Easement Rights by the Declarant.**

- (a) The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over and across the Recreational Areas for the purpose of the storage of building supplies and materials, the installation, construction and maintenance of cables, storm water detention ponds and similar facilities, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities. Any and all grants made by the Declarant to the Association with respect to any of the Recreational Areas shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

- (b) The Declarant hereby reserves the absolute right to grant easements and rights-of-way, both temporary and permanent, over the Recreational Areas, to any and all governmental and quasi-governmental authorities and to any and all public utilities.

## **Section 2. Easements for Utilities and Related Purposes.**

The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights of way over the Recreational Areas for electrical cables, telephone cables, cable television, gas lines, storm water detention ponds and similar facilities, storm drains, cables, underground conduits and such other purposes related to the provision of utility and similar services to the land and premises as may be considered necessary and appropriate by the Board of Directors of the Association or by the Declarant for the orderly maintenance, preservation and enjoyment of the Recreational Areas, and for the preservation of the health, safety, convenience and welfare of the Members of the Association or the Declarant.

# **ARTICLE X**

## **Section 1. Annexation.**

Additional land within the area described in Exhibit A-1 attached hereto and incorporated herein, may be annexed in whole or in part from time to time by the Declarant, its successors and assigns, without the consent of Members within ten (10) years from the date of the recording of this Declaration. The Declarant shall have no obligation to annex any of such land. If any Lot is security for any mortgage or deed of trust insured by the Federal Housing Administration (FHA) or the Veterans Administration (VA), as long as there is a Class B Member, the approval of the FHA and/or VA, as the case may be, shall be required prior to the annexation of any additional land. The annexation authorized hereunder shall be made by filing of record, from time to time, one or more Supplemental Declarations of Covenants, Conditions and Restrictions with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the Property. Upon the filing of any Supplemental Declaration, Owners of Lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges, as applied to the Owners of Lots in the initial Property.

If any Lot is security for any mortgage or deed of trust insured by the FHA or the VA, additional land may be annexed by the Declarant without the consent of the Class A Members within ten (10) years of the date of this Declaration, provided that the FHA or the VA determines that the annexation is in accord with the general plan heretofore approved by them.

# **ARTICLE XI**

## **Section 1. Future Phases.**

Declarant reserves the right for a period not exceeding ten (10) years from the date of recording of the Declaration to add successive Phases to The Offutt Ridge Homeowners' Association, Inc.

## **ARTICLE XII**

### **Section 1. Cross Easements.**

Declarant reserves the right to subject the Recreational Areas to easements for use in common with others of all or portions of the Property, but said Recreational Areas at all times may be used only for the purposes as provided in this Declaration. No grant of such an easement shall take place more than twenty (20) years following the date hereof.

### **Section 2. Recreational Easements.**

The Owner of any Lot which is designated as a Recreational Area (as shown on Exhibit B), shall grant an easement to the Association for the purpose of using the Recreational Area, in accordance with the terms of this Declaration.

## **ARTICLE XIII**

### **Section 1. Amendment.**

Subject to the other limitations set forth in this Declaration, prior to the lapse of all of the Class B Memberships in the Association, as in Article III provided, this Declaration may be amended only by an instrument executed and acknowledged by two-thirds (2/3) of the Class A Members of the Association, if any, and by the Declarant, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Subject to the other limitations set forth in this Declaration, following the lapse of all of the Class B Memberships in the Association, as in Article III provided, this Declaration may be amended by an instrument executed and acknowledged by a majority of the Class A Members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

### **Section 2. Duration.**

Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

### **Section 3. Construction and Enforcement.**

The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages or both, and against any Lot to enforce the lien created hereby; and the failure or forbearance by the Association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner or any mortgagee or any Lot which becomes subject to the provisions hereof, and by any other person, firm,

corporation or other legal entity who has any right to the use of any of the Recreational Areas owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

#### **Section 4. Successors of Declarant.**

Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by instrument in writing, with or without notice to the Association.

#### **Section 5. Incorporation by Reference on Resale.**

In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

#### **Section 6. Notices.**

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

#### **Section 7. No Dedication to Public Use.**

Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Recreational Areas by any public or municipal agency, authority or utility, and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Recreational Areas.

#### **Section 8. Severability.**

Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

#### **Section 9. Amendment Authority.**

Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaraton made during and period of time when there are Class B Members of the Association shall also required the prior consent of the agency giving such approval.

## **Section 10. Captions and Genders.**

The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

## **Section 11. Trustees and Lender.**

The Trustees and Lender join herein for the sole purpose of consenting to, and subordinating the Deed of Trust and Deed of Trust Note to the legal operation and effect of this Declaration (but not to the lien of any assessment made under this Declaration), reserving, however, the lien and effect of such mortgage on the property described therein, including the easements, reservations, rights and benefits reserved and retained by the Declarant.

IN WITNESS WHEREOF, the Declarant, Trustees, Lender and Ryland have caused these presents to be executed in their respective names, on the day and year first above written.