

**DECLARATION OF COVENANTS, RESTRICTIONS, CHARGES AND LIENS
OF
HARBOR HILLS**

**SECOND ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND**

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THIS DECLARATION, made this 17 day of January, 1973, by GEORGE R. CARSON and ELEANORA S. CARSON, his wife.

WHEREAS, the aforesaid GEORGE R. CARSON and ELEANORA S. CARSON, his wife, are the owners of certain real property situated and located in the Second Assessment District, Anne Arundel County, Maryland, and being more particularly described on the Description of 100.579 Acres, Part of the George R. Carson Property and the Plat entitled Plat of 100.579 Acres Parcel, Part of the George R. Carson Property, Harbor Hills, as prepared by J. R. McCrone, Jr., Inc., Registered Professional Engineers, dated January 3, 1973, which said description and plat being designated as Exhibit A, of this Declaration and attached hereto and made a part of hereof; and

WHEREAS, it is the intention of the owners that the aforesaid land shall be subdivided and developed as a planned residential community and to be known as Harbor Hills; and

WHEREAS, the owners desire to provide for the preservation of the values and amenities in the community of Harbor Hills and the owners desire a diversity of architecture, and the preservation of the harmonious nature of the community as it presently exists, and to prevent bizarre and outlandish structures which would do violence to the community; and

WHEREAS, for the purpose of creating and maintaining said general scheme of development, the owners desire that the hereinafter described real property shall be subject to the Covenants, Restrictions, Charges and Liens, hereinafter set forth, each and all of which is and are to the benefit of said property, and each owner thereof; and

WHEREAS, the owners have deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which there will be delegated and assigned the powers of maintaining and administrating the community areas and facilities, administering and enforcing the covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the owners have incorporated under the laws of the State of Maryland, a non-profit corporation to be known as the Harbor Hills Homeowner's Association, Inc., for the purpose of exercising the authorities and responsibilities aforesaid.

NOW, THEREFORE, the owners declare that the real property referred to herein and more particularly described in Exhibit "A" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens hereinafter set forth.

DEFINITIONS

1. The following words, when used in this Declaration, or any supplemental Declaration, shall have the following meanings:

- a) "Developer" shall mean a corporation organized under the laws of the State of Maryland, and known as the Harbor Hills Development Corporation, Inc., its successors and assigns.
- b) "Association" shall mean and refer to the Harbor Hills Homeowner's Association, Inc., its successors and assigns.
- c) The "properties" shall mean and refer to all properties, both homesites and community areas, subject to this Declaration.
- d) "Community areas" shall mean and refer to those areas of land so shown on the recorded subdivision plats of the properties. Said areas are intended to be devoted to the use and enjoyment of the members of the Association as hereinafter more fully defined, and are not dedicated for use by the general public.
- e) "Homesite" shall mean and refer to any lot of land intended and subdivided for residential use, shown on one of the recorded subdivision plats of the properties, but shall not include the community areas as herein defined.
- f) "Flag homesite" shall mean and refer to any homesite having a private access driveway between two other and contiguous homesites and being similar to Homesite 193 as shown on Plat 1, Section 1, Harbor Hills.
- g) "Member" shall mean and refer to all those owners and tenants who are members of the Association as provided for hereinafter.
- h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any homesite, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- i) "Tenant" shall mean and refer to a tenant, whether one or more persons or entities, who (a) actually resides on the property under a written lease from an owner in which such person, persons or entities is named as lessee, and (b) delivers an executed copy of such lease to the Board of Directors of the Association.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: that the owners, for themselves, their personal representatives, successors, heirs and assigns, in consideration of the premises and for the benefit of the owners, from time to time, of the property hereby affected, do hereby covenant and declare as part of the general scheme of development of Harbor Hills community, all of the real property described in Exhibit "A", attached hereto, and being all of those homesites or parcels of ground shown upon Plats 1, 2, 3, and 4 of Section One of Harbor Hills intended to be recorded among the Plat Records of Anne Arundel County, shall be subject to the following covenants, restrictions, charges and liens, which shall run with the land and which the owners thereof from time to time hereafter shall, by virtue of having accepted a deed thereto, be held to have covenanted on behalf of themselves, their personal representatives, successors, heirs and assigns, to keep and observe:

1. USES OF HOMESITES:

No homesite shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any homesite other than one detached, single family dwelling, not to exceed two stories, or a bi-level, split level or split foyer, plus a walk out basement in height, and a private garage, attached or detached, for not more than three (3) automobiles, except for the following:

a.) Any part of a dwelling now or hereafter erected on any homesite may be used as a physician's office or dentist's office, without hospital facilities, for the treatment of patients and for the practice of said professions, provided that the physician or dentist using such office resides in the same dwelling in which said office is located. Other residents, before establishing or operating a business in their homes, must have their application to do so approved in advance by the Board of Directors of the Homeowner's Association. The staff of any office or business operating out of a home shall be limited to one person in addition to the resident.

b.) Any part of a dwelling now or hereafter erected on any homesite may be used for art classes or for tutoring students, providing that those conducting the art classes or performing the tutoring shall reside in the same dwelling in which said art classes or tutoring are conducted. Such classes shall be limited in size to twelve (12) students in any one day. Room and board shall not be furnished for students being instructed.

c.) A stable with a loft and a storage shed may be erected and maintained on any homesite for the purpose of housing horses, ponies or donkeys in compliance with Paragraphs 10 and 11 of these Covenants and Restrictions, except that any such stable with loft and storage shed shall not be larger than a twenty foot by twenty foot structure.

2. ALTERATIONS AND ADDITIONS:

No building, fence, wall or structure of any kind shall be erected, placed or altered on any homesite until the construction plans and specifications and a site plan showing the proposed location of the building, fence, wall or structure, have been approved by the Architectural Control Committee of the Association, as to quality of workmanship and materials, harmony of external design with existing structures, the location with respect to topography and finished grade elevation and until all applicable State, local and other governmental requirements have been fully complied with and fulfilled. In the event the aforementioned Committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this covenant shall be deemed to have been fully complied with.

3. MINIMUM FLOOR AREA OF DWELLING:

The floor area of the main structure shall contain at least 1500 square feet for a one-story dwelling, or 1800 square feet for a two-story, bi-level, split level or split foyer designed dwelling, exclusive of open and protruding porches, decks, balconies, garages and carports. No one-story dwelling having a level flat roof covering the entire living area shall be permitted.

4. SETBACKS:

No building shall be erected on any homesite nearer to the front homesite line or nearer to the side homesite lines than the minimum building setback lines shown on the recorded plat or any amendment thereto. In any event, no building shall be located on any homesite nearer than 40 feet to the front homesite line or nearer than 15 feet to the side homesite lines.

5. RESUBDIVISION OF HOMESITES:

No homesite shall be divided, subdivided or resubdivided by any owner or subsequent owner but shall remain as subdivided and shown on the recorded plat of the applicable section of Harbor Hills.

6. TEMPORARY LIVING STRUCTURES:

No building or other structure of a temporary character, including but not limited to, trailer, mobile home, motor home, basement, tent, shack, garage, barn or other outbuilding, shall be used on any homesite at any time as a residence, either temporarily or permanently.

7. BUILDING MATERIAL:

No cinder block used in the construction of the dwelling, wall or outbuilding shall be exposed. No asbestos shingles may be used on any dwelling or outbuildings.

8. ANNOYANCES OR NUISANCES:

No noxious or offensive activity shall be carried on upon any homesite, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community.

9. SIGNS:

No sign of any kind shall be displayed to the public view on any homesite except:

a.) One sign of not more than one square foot advertising a professional practice as permitted under these Covenants and Restrictions in Paragraph 1 (a) heretofore mentioned.

b.) One sign of not more than two feet by three feet advertising the name of the General Contractor during construction of any dwelling.

c.) Such other signs as may be approved by written approval of the Association.

10. ANIMALS:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any homesite, except that dogs, cats or other household pets, not in excess of two of each species, may be kept, provided further, they are not kept, bred or maintained for any commercial purpose. Further, one horse, pony or donkey per acre or major fraction of one acre, with a maximum of two horses, ponies or donkeys in the aggregate, may be raised, kept and otherwise maintained on each homesite providing they are not so raised, bred or kept for any commercial purpose. Further, they shall be fenced and housed in an area to the rear of the main dwelling, except on Flag homesites they may be fenced and housed anywhere on the homesite, whether in front or to the rear of the main dwelling.

11. MAINTENANCE OF HOMESITES:

All homesites shall be maintained, whether occupied or unoccupied, so as not to become unsightly by reason of unattractive growth or the accumulation of manure, rubbish or garbage. In the event any homesite shall become unsightly by reason of growth or accumulation of manure, rubbish or garbage, and is not corrected by the record title owner of said homesite thereof, then the Association, after thirty (30) days written notice to correct the same, shall have the right to enter upon the said property to correct the same and the costs thereof shall be chargeable and assessed against the record title owner of said property and said assessment shall constitute a lien on the said property in the same manner as other assessments shall so constitute.

12. TRASH AND GARBAGE:

No homesite heretofore or hereafter conveyed shall be used or maintained as a dumping ground for trash, garbage, or other waste. All waste shall be kept in rodent-proof sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and stored in a screened area.

13. LAUNDRY LINES AND GARBAGE RECEPTACLES:

All clothes lines, outdoor clothes poles and similar equipment, and all receptacles for ashes, garbage, etc., shall be located to the rear of the house, or if not to the rear of the house, the said location shall be so screened so that the same shall not be visible from any street. All tanks for the storage of fuel shall be underground.

14. WALLS AND FENCES:

No walls shall be allowed except such retaining walls necessary to protect ground elevations or such other walls as are approved by the Architectural Control Committee of the Association, pursuant to Paragraph 2 of these Covenants and Restrictions. No fence shall be erected, placed or constructed on any homesite in excess of five (5) feet in height, or as otherwise hereinafter excepted. No fence so erected, placed or altered on any homesite shall be placed forward of the rear line of the dwelling, nor shall any fence be placed nearer any street than fifty (50) feet; except that in the case of flag homesites, the entire homesite may be enclosed by a fence exclusive of the driveway to said flag homesite, (this means to the rear boundary of the homesite adjoining said flag homesite on both sides). The aforementioned height limitation shall not apply to stockade or other wooden fences used to enclose trash yards, boat storage areas, or the like. Any other exceptions to the height restriction herein set forth shall be permitted only as may be permitted by the Architectural Control Committee of the Association.

15. ANTENNA:

No television and/or other communication antenna, regardless of type or model shall be allowed to extend to a height beyond ten (10) feet above the highest roofline of the house on which it is constructed. No array and/or beacon type antenna shall be allowed which shall be more than six (6) feet in horizontal or vertical length. No dish type antenna shall be allowed which shall be more than two (2) feet in diameter. No freestanding antennas shall be allowed.

16. MAINTENANCE OF AREA ADJACENT STREET:

Each homesite owner shall be responsible for the maintenance of that area between the hard surface street and their respective boundary lines.

17. WATERFRONT LIGHTING:

Lighting fixtures placed and installed by the developer and at the expense of the developer on waterfront homesites for the purpose of illuminating the water area contiguous to said homesites, shall be used and maintained by said respective owner of said homesite, as more fully outlined in the By-Laws of the Association.

18. PARKING AREA:

Each dwelling shall provide for a minimum of four (4) off-street parking spaces with at least two in a garage or carport or combination thereof and the remainder in an uncovered, hard surfaced parking area. Carports shall be so constructed as not to open onto the street on which the dwelling faces and shall be appropriately screened by a partial wall, lattice, panel or such other screening as the Architectural Control Committee of the Association shall approve, so that all vehicles parked therein shall be partially screened from said street.

19. DRIVEWAY ENTRANCES:

Driveway aprons shall be installed by the Developer at the expense of the owner of the homesite. The driveway entrance from the road shall be a minimum of twenty-four (24) feet tapering to twelve (12) feet at the property line of the homesite. The driveway apron shall consist of four (4) to six (6) inches of asphalt formed and graded to the contour of the shoulder of the street.

20. PARKING OF VEHICLES:

Trucks, motorcycles, commercial vehicles, untagged or inoperable vehicles, boats, trailers of any type, campers, mobile, motor, trailer homes and farm equipment and vehicles, shall be parked in a garage or carport or shall be otherwise screened so as not to be visible from the street on which the dwelling shall face and shall otherwise be maintained so as not to be unsightly to any adjoining homesite. No such vehicle shall be otherwise parked on any homesite, in any driveway, or on any street except that a boat may be parked in a driveway or parking area for a period not to exceed 30 days during the Spring for spring refurbishing and during the Fall time for lay-up of said boat.

21. AIR CONDITIONING SYSTEMS:

All air-conditioning systems used in any and/or all dwellings or other buildings, if any, shall be so maintained in such manner as to prevent the same from becoming a noise or nuisance problem. The compressors of the central air conditioning units shall be baffled or screened in order to reduce the noise level thereof.

22. BEACHES, BEACH ROADS AND RETENTION PONDS:

The beach, road leading to the beach, and the storm water retention ponds as shown on Plats 1, 2, 3 and 4 of the property shall be deeded to the Association at such time as each of said plats shall be recorded among the Plat Records of Anne Arundel County. The responsibility for upkeep and maintenance of the beach, the beach road and other areas to be deeded shall vest with the Developer until July 1, 1974, when the responsibility shall be assumed by the Association.

23. RIGHT OF FIRST REFUSAL TO PURCHASE:

The Association shall have the right of first refusal at all times to purchase any homesite, whether improved or unimproved by a dwelling, from the owner or owners thereof, at and for the same price the said owner or owners would accept when and if a bonafide offer is made. The owner or owners of such homesite or homesite and improvements thereon, when such offer is made, shall notify the President of the Association of the name and address of the Offeror and the amount of such offer made. The Association shall be responsible to notify the owner or owners within ten (10) days to exercise its right of first refusal. This right of first refusal shall not apply in the case of a foreclosure sale or other judicial sale; and shall not apply in the event the lending institution is the purchaser at such foreclosure or other judicial sale. However, this covenant shall apply to any person or persons who acquire any homesite from the lending institution subsequent to such foreclosure or judicial sale and the rights of the Association to the right of first refusal as set forth above shall again apply.

24. CREATION OF LIENS AND PERSONAL OBLIGATION FOR ASSESSMENTS:

The owner of any homesite, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association.

1. Annual assessments or charges;

2. Special Assessments. The annual and special assessments, together with such interest thereon, and cost of collection thereof, as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the homesite against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who is the owner of the homesite at the time when the assessment fell due. The aforementioned assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties, and in particular, for the improvement and maintenance of properties, services and facilities devoted for this purpose and related to the use and enjoyment of the community areas.

a.) ANNUAL ASSESSMENT:

The maximum annual assessment shall not be more than Sixty Dollars (\$60.00) per year per homesite, whether improved or unimproved. The maximum annual assessment may be changed provided that any such change shall have the assent of two-thirds of the votes of the membership voting in person or by proxy at a meeting duly called for this purpose and at which a minimum of not less than fifty-one percent (51%) of the members in good standing shall be present or voting by written proxy. Written notice of any such meeting shall be sent to all homesite owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs of the Association, fix the actual annual assessment for any year at a lesser amount than hereinbefore provided. In any event, the Board of Directors shall fix the amount of the annual assessment against each homesite at least thirty (30) days in advance of each annual assessed period. The assessment year shall commence on the first day of July in the year following the year in which title to the homesite was acquired, and shall be due and payable in advance on the first day thereof.

b.) SPECIAL ASSESSMENTS:

In addition to such annual assessments, 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 or reconstruction, unexpected repair or replacement of a capital improvement on the community areas or facilities, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the members in good standing who are voting in person or by written proxy at a meeting duly called for this purpose and at which a minimum of not less than fifty-one percent (51%) of the members in good standing shall be present or voting by written proxy. Written notice of any such meeting shall be sent to all homesite owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The due date of any such special assessment shall be fixed in the Resolution authorizing such assessment.

c.) DELINQUENT ASSESSMENTS:

Any annual or special assessment which is not paid when due shall be deemed delinquent. If such delinquent assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum and the Association may bring legal action against the owner, personally obligated to pay said assessment, or may enforce the lien against the property, and interest, costs and reasonable attorneys fees of such action shall be added to the amount of such assessment. Such delinquency shall act to suspend the voting rights and privileges of any such delinquent member and shall further act to suspend said delinquent owner's privileges, rights and entitlements to use the community areas and facilities until such time as full payment of all delinquent assessments, together with all interest, costs and other fees being then in arrears, shall be paid in full. Any such delinquent assessments shall continue as a lien on the homesite which shall bind such homesite in the hands of the then owner, his heirs, devisees, personal representatives, successors, and assigns.

d.) EXEMPTION:

The Developer shall be exempted from the aforementioned Annual and Special Assessments on any and every unsold homesite titled in the name of the Developer at the time said assessment becomes due and payable.

25. MEMBERSHIP:

Every member, as hereinbefore defined, shall be entitled to vote a maximum of two votes per homesite, whether said homesite is improved or unimproved. Every such member shall be entitled to participate and vote in all Association affairs during such period as said member is considered in good standing. All members, including those persons residing with any member or members on any homesite, and every tenant or lessee of every member, shall have a right and easement of enjoyment in, over and to the community areas, and such easements shall be appurtenant to and shall pass with the fee simple title to every such homesite; subject, however, to obligation of each such person hereinbefore described, to abide by these Covenants and Restrictions and any and all articles, rules and by-laws of the Association. Said rights and easements of enjoyment created hereby shall be subject, however, to the following:

a.) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the community areas;

b.) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment of the rights of any member, for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;

c.) The right of the Association to limit the number of guests of any member of the Association to use any of the community areas and easements;

d.) The right of the Association to levy and collect annual and special assessments as more fully provided for hereinbefore;

e.) The right of the Association to purchase, lease or otherwise acquire the leasehold title of any property and/or improvements thereon as the Association shall deem necessary or desirable for use by the members of the Association for recreational purposes, and upon such terms and conditions and with such covenants and restrictions as the Association shall deem proper, all in accordance with its By-Laws.

f.) The right of the Association to engage, develop, form, control and finance a security patrol for the Harbor Hills Development.

26. DEDICATION:

Neither the owners, the developer, or the Association shall dedicate or otherwise transfer title to the beaches, beach roads, docks or boat harbors to any public authority, agency or utility. The Association shall have the right to transfer or dedicate any other community area as so shown on the recorded plats of the Harbor Hills Development to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the members of the Association, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to vote and being not less than seventy-five percent (75%) of the votes of the membership, has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed action is sent to all members at least thirty (30) days but not more than sixty (60) days in advance of any action taken.

27. PROHIBITED DWELLINGS:

No prebuilt or factory built and assembled houses which must be trailered as prebuilt units to the home site and joined together shall be permitted.

28. PRIVILEGES OF YACHT CLUB MEMBERS TO USE COMMUNITY BEACHES:

Members of the Harbor Hills Yacht Club, not owning homesites in Harbor Hills, shall be extended full privilege to use any area designated on the recorded plats of Harbor Hills as a beach area; provided, that said member of said Yacht Club shall pay to the Association an assessment determined by said Association, and published annually. Said assessment shall be collected by the Yacht Club and paid to the Association.

29. ENFORCEMENT:

Enforcement of these Covenants and Restrictions by the Association or by any record title owner of any homesite in Harbor Hills shall be by proceedings at law or in equity against any person or persons violating or attempting to violate same and shall be to enjoin said violation or to recover damages therefrom.

30. INVALIDATION:

In the event any of these covenants and restrictions be declared invalid by any judgment or other order of any court, said invalidation shall in no wise affect any other of these covenants and restrictions, which shall remain in full force and effect.

31. DURATION AND AMENDMENT:

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them, and shall inure to the benefit of the Association and to any record title owner of any homesite, their respective heirs, personal representatives, successors and assigns, for a period of twenty (20) years from the date of recording of these Covenants and Restrictions, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless at such time an instrument signed and recorded by at least seventy-five (75) percent of the then record title owners of the fee simple interest (excluding mortgagees, ground rent owners, and others), in the homesites agree to change said covenants in whole or in part.

WITNESS the hands and seals of the Declarants.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 17 day of January, 1973, before me, a Notary Public of the jurisdiction aforesaid, personally appeared George R. Carson and Eleanora S. Carson, his wife, and each acknowledged the foregoing Declaration to be their respective act and deed.

Witness:





Notary Public

Declaration to be their respective act and deed.

AS WITNESS my hand and seal.




Notary Public

My Commission Expires

July 1, 1974

My commission Expires:

July 1, 1974