

CONFIRMATORY
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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THIS CONFIRMATORY DECLARATION, Made this 1st day of September 1983, by JOSEPH M. ROULHAC and THOMAS M. SCOTT, III, Trustees, UNION TRUST COMPANY OF MARYLAND, and MYSTIC HARBOUR CORPORATION, a Maryland Corporation, together referred to as DEVELOPER; and THE RYLAND GROUP, INC., a Maryland Corporation, referred to as BUILDER.

WITNESSETH:

WHEREAS, Joseph M. Roulhac, Thomas M. Scott, III, Trustees, and Union Trust Company of Maryland, did execute a Declaration of Covenants, Conditions and Restrictions dated February 3, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3470, folio 802; and

WHEREAS, the lots referred to in said Declaration were erroneous. The correct lots being described as follows:

BEING KNOWN AND DESIGNATED as Lots No. 1 thru 8, 64 thru 66, 69 thru 75, 78 thru 81, 83, 85, 86, and 88 thru 91, as shown on a Plat entitled "Plat 1, Section One, RAINTREE", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 73, page 7; and Lots No. 9R thru 15R as shown on a Plat entitled "Resubdivision of Lots 9, 10, 11, 12, 13 and 14, Plat 1, Section One, RAINTREE", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 77, page 25; and Lots No. 15, 16, 22, 27 thru 30, 39, 40, 41, 43 thru 48, 59 thru 63, 17R thru 27R, 30R thru 39R, and 49R thru 59R, as shown on a Plat entitled "Plat 3, a Resubdivision of Plat 2, Section One, Raintree (Lots Only), RAINTREE", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 78, page 39.

WHEREAS, Joseph M. Roulhac, Thomas M. Scott, III, Trustees, and Union Trust Company of Maryland did convey the aforesaid lots to Mystic Harbour Corporation by Deed dated March 26, 1982 as recorded among the Land Records of Anne Arundel County in Liber 3482, folio 580; and

WHEREAS, Developer and Builder desire to convey the said land, or parts thereof, and improvements thereon subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as set forth in said Declaration, and as hereinafter set forth.

RECEIVED LAND RECORDS
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1983 SEP -6 AM 10:03

E. AUBREY COLLISON
CLERK

J.F.
CLERK

RECORD FEE 62.00
POSTAGE .50

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NOW, THEREFORE, by this Confirmatory Declaration of Covenants, Conditions and Restrictions, Developer and Builder declare that all of the building lots shown on said plats shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to R. T. COMMUNITY ASSOCIATION, INC., a Maryland non-stock corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Recreation Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties intended for the development as a single family lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners Easements and Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Recreation Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Recreation Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Recreation Area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Recreation Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

CLASS A - Class A members shall be all owners with the exception of the Developer and Builder, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B - Class B members shall be the Developer and Builder and shall be entitled to three (3) votes for each Lot owned. The

Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) On January 1, 1984.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer and Builder, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Declarant, for each improved and occupied Lot owned within the Properties, hereby covenants and agrees to pay annual assessments, and special assessments for capital improvements, at the same rate established for and collected from Class A Members; for each Lot owned within the Properties, which Lot is unimproved or improved but not occupied, the Declarant hereby covenants and agrees to pay annual assessments and special assessments for capital improvements, at a rate of twenty-five per cent (25%) of the assessments established for and collected from Class A Members; model houses and sales offices shall be deemed to come within the latter category. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assess-

ments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Recreation Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$20.00.

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

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

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Recreation Area, including fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be

sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Recreation Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of SIX (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape

liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Recreation Area; and (c) any Lot owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland, unless such Lot is used for dwelling purposes.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration or improvement, including change of colors, wherein or thereon, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography of the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board; provided, however, that any Owner may erect a privacy screening wall for a distance of not more than ten (10) feet along the side boundaries of the rear of his lot. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it,

approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not apply to the Class B members.

ARTICLE VI

SPECIAL MAINTENANCE

In the event that there is an obvious need for maintenance or repair which is caused through the willful or negligent act of the Owner, his family or guests or invitees, and if such maintenance or repair is not made within thirty (30) days after notice to maintain or repair is sent by the Board of Directors, the Board of Directors may cause such maintenance or repairs to be performed. The costs of such maintenance or repair shall be added to and become a part of the assessment to which such Owner's Lot is subject. The Board of Directors, through its officers or agents, shall have the right to enter upon such Lot to perform maintenance or repairs, without incurring any liability therefor.

ARTICLE VII

USE RESTRICTIONS

Section 1. No property shall be used except for residential purposes, or for professional offices.

Section 2. No building, accessory building or structure, shed, awning, porch or porch covering, garage, trailer, tent, driveway, back fence, hedge, screen, barn walls or other structure shall be allowed, constructed or altered upon any Lot to dwelling thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors and materials and harmony of same to the projects as a whole. No structure built upon any Lot shall have any part of the exterior (including front door trim) painted unless the proposed color thereof has been approved by the said Architectural Control Committee.

Section 3. No fence, wall or walls or other similar type structures shall be allowed except those approved by the Architectural Control Committee.

Section 4. No fence, wall, hedge or shrub over three (3) feet

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high shall be allowed to be erected, planted or constructed upon any lot which is located at the intersection of two streets; the purpose of such covenant being to avoid obstruction of view at such intersections.

Section 5. No exterior clothesline or hanging device (except an umbrella-type structure with a diameter not exceeding seven (7) feet for use in rear of dwellings only) shall be allowed upon any lot. Such hanging devices as are permissible shall not be displayed except on weekdays between the hours of 8 A.M. and 6 P.M.

Section 6. Storm doors shall be either wood (in which case the same shall be painted the color of the door or trim), or anodized aluminum.

Section 7. No boats on cradles or trailers may be parked in the streets, driveways, yards or common parking areas for more than twenty-four (24) hours, provided, however, that the Association may designate a specific place which shall be adequately screened from nearby residences for such parking.

Section 8. No vehicles (including trailers and campers), except as may be classified as passenger cars or station wagons, shall be regularly parked in residential areas.

Section 9. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

Section 10. During the sales period no signs may be displayed except those erected by Developer or Builder. Thereafter, no signs exceeding two (2) square feet shall be displayed.

Section 11. No animals, livestock or poultry of any kind shall be kept, raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose.

Section 12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE VIII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the recorded plats of the project or as may be or may have been required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easements may contain rights of ingress and egress. The Developer and Builder shall have rights of ingress and egress to all Lots in a section until one (1) year after the completion of all units in such section for purposes of correcting drainage and other construction problems that may have occurred.

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ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from February 3, 1982, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) per cent

of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Recreation Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Deeds of Trust. The use herein of the word "mortgage" shall be deemed to mean a deed of trust where such security instrument is used in lieu of or instead of a mortgage.

Section 7. Non-Applicability to other Property. The covenants, conditions and restrictions set forth herein shall apply only to the property described hereinabove, and shall create no rights, benefits, burdens or obligations with respect to any other property owned by Developer and Builder, its successors or assigns.

IN WITNESS WHEREOF, the undersigned, being the Developer and Builder herein, have hereunto set their hands and seals this _____ day of _____ 198 .

W. Neil Trusk.
Charles C. Holman
W. Neil Trusk.
W. Neil Trusk.
E. Lissou

Joseph M. Roulhac (SEAL)
JOSEPH M. ROULHAC, TRUSTEE
Thomas M. Scott, III (SEAL)
THOMAS M. SCOTT, III, TRUSTEE
UNION TRUST COMPANY OF MARYLAND
BY: Charles C. Holman (SEAL)
CHARLES C. HOLMAN, V.P.
MYSTIC HARBOUR CORPORATION
BY: Audrey Koplus - Trust (SEAL)
THE RYLAND GROUP, INC.
BY: Michael H. Reed (SEAL)

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STATE OF MARYLAND, County of Anne Arundel to wit:

THIS IS TO CERTIFY that on the 29th day of August, 1983, before me, a Notary Public of the State of Maryland, personally appeared JOSEPH M. ROULHAC, TRUSTEE, who acknowledged the foregoing instrument to be his act.

AS WITNESS my hand and notarial seal the day and year first above written.

John P. Dixon
NOTARY PUBLIC
JOHN P. DIXON
NOTARY PUBLIC
ANNE ARUNDEL CO., MD.

MY COMMISSION EXPIRES: 7/1/86

STATE OF MARYLAND, City of Baltimore to wit:

THIS IS TO CERTIFY that on the 29th day of Aug., 1983, before me, a Notary Public of the State of Maryland, personally appeared THOMAS M. SCOTT, III, TRUSTEE, who acknowledged the foregoing instrument to be his act.

AS WITNESS my hand and notarial seal the day and year first above written.

Carol Younger
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/1/86

STATE OF MARYLAND, City of Baltimore to wit:

THIS IS TO CERTIFY that on the 25th day of Aug., 1983, before me, a Notary Public of the State of Maryland, personally appeared Charles L. Holman, of UNION TRUST COMPANY OF MARYLAND, who acknowledged the foregoing instrument to be the act of said body corporate.

AS WITNESS my hand and notarial seal the day and year first above written.

Carol Younger
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/1/86

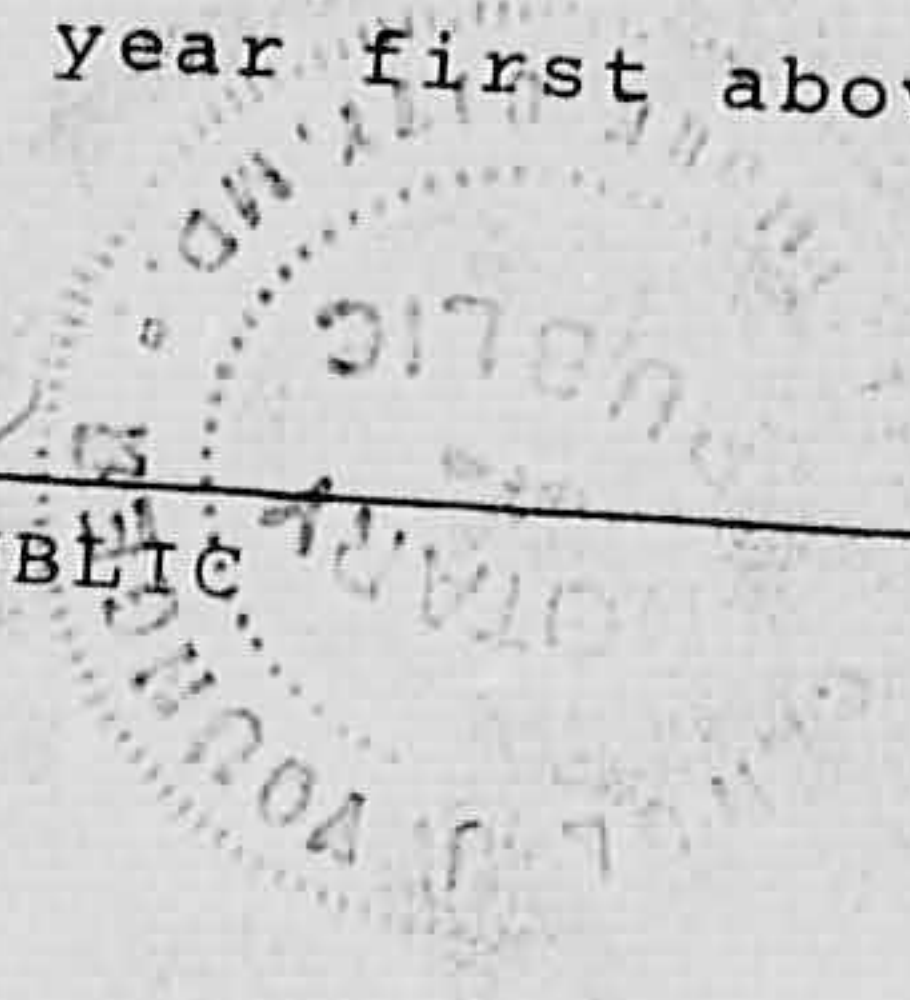
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STATE OF MARYLAND, City of Baltimore to wit:

THIS IS TO CERTIFY that on the 29th day of August, 1983, before me, a Notary Public of the State of Maryland, personally appeared Andrzej Koplewski, of MYSTIC HARBOUR CORPORATION, who acknowledged the foregoing instrument to be the act of said body corporate.

AS WITNESS my hand and notarial seal the day and year first above written.

Carol Younger
NOTARY PUBLIC



MY COMMISSION EXPIRES: 7/1/86

STATE OF MARYLAND, Howard County to wit:

THIS IS TO CERTIFY that on the 31 day of August, 1983, before me, a Notary Public of the State of Maryland, personally appeared Michael A. Ruch, of THE RYLAND GROUP, INC., Vice-President who acknowledged the foregoing instrument to be the act of said body corporate.

AS WITNESS my hand and notarial seal the day and year first above written.

Jean L. Witherspoon
NOTARY PUBLIC



MY COMMISSION EXPIRES: 7-1-86

THE MONUMENTAL TITLE CO.
The Monumental Title Bldg.
SEVERNA PARK, MD. 21146

Mailed to: _____