

THIS DECLARATION, made this 5th day of May, 1982, by PEMA, INC., a body corporate of the State of Maryland, hereinafter referred to as "the Declarant,"

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Article II hereof and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities located in the community, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed (or intends to form) BROADVIEW ESTATES COMMUNITY ASSOCIATION, INC., as a non-profit corporation without capital stock under the General Laws of the State of Maryland for the purposes of carrying out the powers and duties as aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges, and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said property, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, trust, or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

ARTICLE I

Section 1. Definitions. The following words, when used in this Declaration, shall have the following meanings:

(a) "Association" shall mean and refer to Broadview Estates Community Association, Inc., and its successors and assigns.



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CIRCUIT COURT, A.A. COUNTY

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W. GARRETT LARRIMORE  
CLERK

I hereby certify that the property contained herein has been transferred as provided for under Article 81 Section 3-104 of the Maryland Code.

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(b) "The property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of said Article II.

(c) "Lot" shall mean and refer to all subdivided parcels or property which are part of The Property.

(d) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association or otherwise available to the Association for the benefit, use, and enjoyment of its members, including, without limitation, such private streets and roadways owned by the Association or otherwise available to the Association for the benefit, use, and enjoyment of its members.

(e) "Dwelling" shall mean and refer to any building or portion of a building situated upon The Property and designated and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(g) "Developer" or "Grantor" shall mean and refer to the Declarant, PEMA, INC., and its successors.

(h) "Member" shall mean and refer to every person, group of persons, corporation, trust, or other legal entity, or any combination thereof, who holds any class of membership in the Association.

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 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. As used in this Declaration, the expression "a majority" shall mean fifty-one percent (51%).

## ARTICLE II

Section 1. Property Subject to Declaration. The real property, which is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration, is located in Anne Arundel County, State of Maryland, and is more particularly described on "EXHIBIT A," attached hereto and by this reference made a part hereof.

Section 2. Additions. So long as there are Class B members of the Association, additional property may be annexed to the above-described property without the assent of the Class A



members of the Association, if any. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on "EXHIBIT A" as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Protective Covenants, Servitudes, and Restrictions among the Land Records of Anne Arundel County, Maryland, which Supplementary Declaration shall extend the scheme of the within Covenants and Restrictions to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications to the Covenants and Restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property; provided, however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of the within Declaration.

### ARTICLE III

Section 1. Membership. The Association shall have two (2) classes of voting membership:

(a) There shall be fifty-five (55) Class A members. With the exception of the Declarant, every person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is a part of the premises described in Article II hereof and which is or becomes subject to covenants of record 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 thereof. Each Class A member shall be entitled to one vote for each lot in which such member holds the interest required for Class A membership.

(b) There shall be one hundred sixty-five (165) Class B members, all of which shall be issued to the Declarant or its nominee or nominees. The Class B member shall be entitled to one vote for each Class B membership so held; provided, however, that each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date upon which the total authorized, issued, and outstanding Class A memberships equal 55; or
- (ii) on January 1, 1987; or
- (iii) upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse and/or surrender of all of the Class B memberships as provided for in this Article III, the Declarant shall be and thereafter remain a Class A member of the Association as to each and every lot in which the Declarant holds the interest otherwise required for such Class A membership.

#### ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common areas and community facilities and such 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 a majority of each class of the then members of the Association, voting separately, to borrow money for the purpose of improving the common areas and community facilities in a manner designed to promote the enjoyment and welfare of the members and in aid thereof to mortgage said property; and

(b) the right of the Association, with the consent of a majority of each class of the then members voting separately, to levy reasonable admission and other fees for the use of any community facilities situated upon The Property by the members of the Association and their families, tenants, and/or guests; provided, however, that any such fees shall be charged on a uniform basis for each member and, provided further, that in no event shall the Associations levy any admission or other similar fee for the use of any streets, roadways, or parking areas which are situate upon The Property; and

(c) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and/or foreclosures, provided, always, however, that the same are in conformity with the other provisions of this Declaration; and

(d) the right of the Association to adopt reasonable rules respecting use of the common areas to reasonably limit the number of guests of members to the use of any facilities which are developed upon The Property; and

(e) the right of the Association to suspend the voting rights and the rights to use of the common areas and/or community facilities (except for rights to the use of streets, roadways, and parking areas, which shall not be subject to suspension for any reason) 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

(f) the right of the Association to dedicate or transfer all or any part of the common areas or community facilities to any public or municipal agency, authority, or utility for purposes consistent with the purpose of this Declaration and subject to such conditions, if any, as may be agreed to by two-thirds (2/3) of each class of the then members of the Association and the public or municipal agency,

authority, or utility to which the same are to be dedicated; provided, however, that no such dedication, or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by two-thirds (2/3) of each class of the then members of the Association has been recorded, agreeing to such dedication, transfer, purpose, or conditions, and unless written notice of the proposed agreement and action thereunder is sent to each member at least ninety (90) days prior to the taking of any action; and

(g) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way, and/or easements for access or for the construction, reconstruction, maintenance, and/or repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-way, and/or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the common areas and community facilities; and

(h) the right of the Association, acting by and through its Board of Directors, to open the common areas and community facilities, or any portions thereof, to a wider public, all for such purposes and on such basis as the Board of Directors may from time to time consider appropriate; and

(i) the rights of the owners of the lots to perpetual easements over and upon any of the common areas or community facilities for such portions of their dwellings that may overhang or otherwise encroach upon any of the common areas or community facilities, for support, for the purpose of necessary repairs and maintenance, for the maintenance of reasonable appurtenances to their dwellings, and for reasonable ingress and egress to and from any dwelling through and over the common areas and community facilities.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights created in Paragraph (i) of Section 1 of this Article for any reason whatsoever.

Section 3. Delegation of Right of Use. Any member of the Association may delegate his rights to the use and enjoyment of the common areas and community facilities to the members of his family who reside with him and/or to his tenants and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

#### ARTICLE V

Section 1. Annual Common Area Maintenance Assessments. With the exception of the Declarant, each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes an owner of a lot within The Property, 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 the Association,



in advance, a monthly sum (hereinafter sometimes referred to as "common area maintenance assessments") equal to one-twelfth (1/12) of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet certain of its annual expenses, including, but in no way limited to the following:

(a) the cost of all operating expenses of the common areas and community facilities and the services furnished to or in connection with the common areas and community facilities, including charges by the Association for services furnished by it; and

(b) the costs of necessary management and administration of the common areas and community facilities, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against the common areas and community facilities; and

(d) the cost of fire and extended liability insurance on the common areas and community facilities and the cost of such other insurance as the Association may affect with respect to the common areas and community facilities; and

(e) the cost of garbage and trash collection, to the extent provided by the Association, and the cost of water and sanitary sewer service and such other utility and other services which may be billed to the Association, whether for the common areas and community facilities or for the lots within The Property, or both; and

(f) the cost of maintaining, replacing, repairing, and landscaping the common areas and community facilities, including, without limitation, the cost of maintaining, replacing, and repairing the streets, roadways, and open spaces within The Property, and such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) the cost of funding all reserves established by the Association with respect to the common areas and community facilities, including, when appropriate, a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the common area 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 common area maintenance assessments may be levied and collected on a quarterly, semi-annual, or annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual common area maintenance assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of, a separate annual operating budget for the common areas and community facilities. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual common area maintenance assessment against each lot for each assessment period at least thirty

(30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and the annual common area 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 common area maintenance assessments shall thereupon be sent to the Class A members. The omission of the Board of Directors, before the expiration of any assessment period to fix the amount of the annual common area 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 common area maintenance assessment, or any installment thereof, for that or any subsequent assessment period, but the annual common area maintenance assessment fixed for the preceding period shall continue until a new common area maintenance assessment is fixed. No Class A member may exempt himself from liability for common area maintenance assessments by abandonment of any lot belonging to him or by forbearance from the use and enjoyment of any or all of the common areas or community facilities.

Section 2. Special Common Area Maintenance Assessments. In addition to the regular common area maintenance assessments authorized by this Article, the Association may levy in any assessment year a special common area 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 or unanticipated repair or replacement of a described capital improvement located upon, or forming a part of the common areas, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided that any such assessment shall have the assent of the members representing a majority of both the then Class A members of the Association and a majority of the then Class B members of the Association. A meeting of such members shall be duly called for this purpose, written notice of which shall be sent to all such members at least ten (10) days, but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 3. Reserves for Replacements - Common Areas. The Association shall establish and maintain a reserve fund for replacements of the common areas and community facilities by the allocation and payment monthly 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 in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, any State or by the United States of America. The reserve for replacements of the common areas and community facilities may be expended only for the purpose of affecting the replacement of the common areas and community facilities, major repairs to any streets, parking areas or roadways developed as a part of The Property, equipment replacement, and for operating contingencies of a non-recurring nature relating to the common

areas and community facilities. 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.

Section 4. Annual Maintenance Assessments. The maximum annual common area maintenance assessment for each of the lots to which Class A membership is appurtenant shall not exceed the sum of One Hundred Twenty Dollars (\$120.00) per annum. Except as may otherwise be provided elsewhere in this Declaration, the annual common area maintenance assessment shall be levied at a uniform rate for each lot to which Class A membership is appurtenant.

Section 5. Increase in Maximum Annual Common Area Maintenance Assessment.

(a) from and after January 1, 1983, the maximum annual common area maintenance assessment for all Class A memberships hereinabove provided for may be increased by the Board of Directors of the Association, without a vote of the Class A membership, by an amount equal to ten percent (10%) of the maximum annual common area maintenance assessment for the preceding year plus the actual amount by which any ad valorem real estate taxes, utility charges, and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(b) from and after January 1, 1983, the maximum annual common area maintenance assessment for all Class A memberships hereinabove provided for may be increased above that established by the preceding subparagraph by a vote of the Class A members, as hereinafter provided, for the next succeeding year thereafter and, at the end of such year, for each succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) 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 such members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance of such meeting, which notice shall set forth the purpose of such meeting.

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 owners, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, however, 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 eight percent (8%) per annum, 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/or 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. Suit for any deficiency may be maintained in the same proceeding. 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 sixty (60) 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 the Declaration, nor shall any such failure affect any of the priorities established in this Article.

The Association shall take no action or foreclose the lien herein provided as security for the payment of assessments, except after notice in writing to the holder of any First Mortgage on the lot or lots involved.

In the event any proceeding to foreclose the lien for any assessment due the Association pursuant to this Declaration is commenced with respect to any lot or lots in the community, then the owner of such lot or lots, upon resolution of the Board of Directors, may be required to pay a reasonable rental for such lot or lots, and the Association shall be entitled to the appointment of a receiver to collect same.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent, in any prominent location within the community.

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 Thirty Dollars (\$30.00) 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 monthly or other 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 liens established by this Declaration shall have preference over any other assessments, liens, judgments, or charges of whatever nature, except the following:

(a) general and special assessments for real estates 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 lien 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 said lien were current as of the date of recordation of said Deed of Trust, Mortgage instrument, or encumbrance.

Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any lot shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded First Mortgage (meaning a Mortgage with priority over other Mortgages) upon such interest made in good faith and for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a Decree of Foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment, 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 such Mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (of 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 holders of Mortgages (or the indebtedness secured thereby) not otherwise entitled thereto.

Section 5. Additional Default. Any recorded First Mortgage secured on a lot in the community 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 this Article shall not be altered, modified, or diminished by reason of such failure.

Section 6. Definition. As used in this Declaration, the term "Mortgage" shall include Deed of Trust and the term "Holder" or "Mortgagor" shall include the party secured by any Deed of Trust or any beneficiary thereof.

Section 7. Commencement of Annual Assessments. The annual maintenance assessment of each Class A membership shall commence on the date a Deed for the lot to which such membership is appurtenant is delivered by the Declarant to the member. The first monthly installment of each such annual assessment shall be made for the balance of the month 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 hereinelsewhere provided, the monthly installments of each such annual assessment for any lot for any month after the first month shall become due and payable and a lien on the first day of each successive month.

Section 8. Assessment of Declarant. Anything in this Declaration to the contrary notwithstanding, no lot held by the Declarant shall be subject to assessment by the Association until the first to happen of the following events:

(a) with respect to any lot held by the Declarant, sixty (60) days following the issuance by the appropriate agency of Anne Arundel County, Maryland, of a Certificate of Occupancy, or the like, for a dwelling constructed upon such lot; and

(b) with respect to any lots then held by the Declarant, sixty (60) days following the lapse of all of the Class B memberships.

Section 9. Exempt Property. No portion of the common areas or community facilities shall be subject to assessment of any kind by the Association. No portion of The Property which is owned by any public or municipal agency, authority, or utility shall be subject to assessment of any kind by the Association.

#### ARTICLE VIII

Section 1, Architectural and Environmental Control Committee. Except for original construction and/or development by the Declarant, and except for any improvements to any lot or to the common areas accomplished by the Declarant concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall, swimming pool, 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 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/or any other proposed form of change



(including, without limitation, any other information specified by the Architectural and Environmental Control 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 an Architectural and Environmental Control 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, alien, remove, or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, wall, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls, or to make any change or otherwise alter (including any alienation in color) in any manner whatsoever the exterior of any improvements constructed upon any lot, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the property, interest, or welfare of any other lot owner, materially increase the cost of operating or insuring any of the common areas or impair any easement, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction, and/or any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Control 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 and Environmental Control Committee designated by the Board of Directors.

Section 2. Architectural and Environmental Control Committee - Operation. The Board of Directors shall appoint an Architectural and Environmental Control Committee. The Architectural and Environmental Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Architectural and Environmental Control Committee Approvals, etc. Upon approval by the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant

submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural and Environmental Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Committee shall specify in its 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 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. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural and Environmental Control Committee in accordance with the provisions of this Article, the Architectural and Environmental Control Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural and Environmental Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 6. Rules and Regulations, etc. The Architectural and Environmental Control 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/or record such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, colors, set-backs, materials, or other materials or 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 and Environmental Control

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 decisions of the Architectural and Environmental Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards, or guidelines established by the Committee) may appeal the decision of the Architectural and Environmental Control Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 7. Prohibited Uses and Nuisances. Except for the activities of the Declarant during original construction and/or development, or except with the prior written approval of the Architectural and Environmental Control Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas:

(a) 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, or other sound device, except such devices 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.

(b) the maintenance, keeping, boarding and/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 dogs, cats, and/or caged birds 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. The Board of Directors or, upon resolution of the Board of Directors, the Architectural and Environmental Control Committee or such other committee as the Board of Directors may appoint for the purpose, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. The owner of any such pet shall be entitled to notice of the fact that the matter has been referred to the Board of Directors or a committee appointed by the Board of Directors and shall be entitled to a hearing before the Board or such committee. 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 common areas unless accompanied by an adult and unless they are carried or leashed. The Board of Directors shall have the right to adopt such reasonable additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk



materials, waste, new or used building material, or trash of any other kind shall be permitted on any lot.

(d) except as hereinelsewhere provided, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat, or other machinery or equipment of any kind or character (except for such equipment and/or machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any dwelling and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities) 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. The Association may, in the discretion of the Architectural and Environmental Control Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash, and other refuse shall be placed in covered containers.

(f) 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. No portion of any dwelling (other than the entire dwelling) shall be leased. 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 and/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.

(g) except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line, or cable, television cable, or similar transmission line, or the like shall be installed or maintained on any lot above the surface of the ground.

(h) no lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

(i) no sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the Association acting through the Architectural and Environmental Control Committee or duly appointed subcommittee. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(j) no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor

clothes dryer, playhouse, shed, or other buildings shall be erected, used, or maintained on any lot at any time.

(k) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about any lot or dwelling; provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as hereinelsewhere in this Declaration defined) is maintained, and provided further that one temporary real estate sign, not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling.

(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 or radio aerial or antenna, or other aerial or antenna or similar device, for reception or transmission, shall be maintained upon any lot or dwelling.

(n) 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.

Section 8. Residential Use. All dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance, or regulation. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects, and the like--but not including medical, dental, or legal clinics. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any lot or dwelling for promotional, display, or marketing purposes, as "model homes" or the like.

Section 9. Easements. Each lot and dwelling shall be subject to easements to the benefit of the owners of the adjoining and abutting lots and dwellings for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, and wire outlets and utility lines of any kind, to easements for lateral support of adjoining and abutting dwellings, and to easements for the leadwalks and

sidewalks serving adjoining and abutting dwellings. Such easements shall not be subject to suspension for any reason.

Section 10. House Rules, etc. There shall be no violation of any rules for the use of the common areas and community facilities or "house rules" or other community rules and regulations 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 11. Reconstruction After Fire or Other Casualty Loss. In the event any dwelling is partially or completely destroyed by fire or other casualty, and in the absence of a resolution to the contrary by the Board of Directors, the owner of such dwelling shall promptly restore or reconstruct such dwelling, at his own expense, in accordance with the original plans and specifications or with such amended plans and specifications as may be approved in writing by the Board of Directors at the request of such owner.

Section 12. 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 and 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 and Environmental Control Committee required herein, and, upon written notice from the Architectural and Environmental Control Committee, such violation shall be promptly removed or abated. In the event the 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 and Environmental Control 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 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 respects (and subject to the same limitations) as provided in Article V 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 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.



ARTICLE IX

Section 1. Management Agent. The Board of Directors may employ for the Association, a professional management agent (the "Management Agent") at a rate of compensation to be established by the Board of Directors of the Association to 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 therefor in a manner consistent with law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance, and surveillance of the common areas and community facilities; and

(c) to designate, hire, and/or dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the common areas and community facilities; and

(d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the common areas and community facilities; and

(e) to provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

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 common areas or community facilities, 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 common areas or community facilities. No diminution or abatement of assessments, as hereinelsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or community facilities, 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 X

Section 1. Reservation of Easement Rights by the Declarant. The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over, and across the common areas for the purpose of the installation, construction, maintenance, reconstruction, and repair of sanitary sewer lines, water lines, CATV, HBO, and similar cables, storm

drains, and appurtenances to any of the same, and for all other purposes reasonably related to the provision of utility services, whether public or private, to the community of "BROADVIEW ESTATES." Any and all instruments of conveyancing made by the Declarant to the Association with respect to any of the common 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.

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/or rights-of-way over the common areas for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, CATV, HBO, and similar cables, underground conduits, and/or such other purposes related to the provisions of utility services to "BROADVIEW ESTATES" as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation, and enjoyment of the common areas and community facilities and/or for the preservation of the health, safety, convenience, and/or welfare of the owners of the lots.

Any and all streets, walkways, roadways, sidewalks, and/or the like, which are owned by the Association shall be subject to non-exclusive easements for ingress, egress, and regress for the benefit of all members of the Association, the Declarant, their respective heirs, personal representatives and assigns, and all other persons or other parties claiming under any of them. Any and all pedestrian walkways, or sidewalks which are owned by the Association and which afford access to any public park, public school, or the like shall also be subject to a non-exclusive easement for the benefit of residents of the immediate neighborhood who are not members of the Association for purposes reasonably related to pedestrian ingress, egress, and regress to and from such public facilities.

#### ARTICLE XI

Section 1. Amendment. Prior to the lapse of all 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 all of the Class A members of the Association, if any, and by the Declarant, which instrument shall be recorded among the Land Records of Anne Arundel County, Maryland. 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 two-thirds (2/3) of the Class A members of the Association, which instrument shall be recorded among the Land Records of Anne Arundel County, Maryland. 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 of "BROADVIEW ESTATES". 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 restrictions, 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 of any lot which becomes subject to the provisions hereof and/or by any other person, firm, corporation, or other legal entity who has any right to the use of any of the common areas, community facilities or recreational facilities 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, interests, privileges, and/or powers of the Declarant hereunder shall be deemed non-exclusive and may be assigned and transferred by the Declarant, 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, postpaid, 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 common area or community facility by any public or municipal agency,



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 of "BROADVIEW ESTATES". 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 restrictions, 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 of any lot which becomes subject to the provisions hereof and/or by any other person, firm, corporation, or other legal entity who has any right to the use of any of the common areas, community facilities or recreational facilities 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, interests, privileges, and/or powers of the Declarant hereunder shall be deemed non-exclusive and may be assigned and transferred by the Declarant, with or without notice to the Association.

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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 common area or community facility 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 said common areas or community facilities.

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. Consents. Any other provision of this Declaration to the contrary notwithstanding, the Association shall not, without the prior written consent of all institutional first mortgagees of record:

- (a) abandon or terminate the Declaration; or
- (b) modify or amend any of the substantive provisions of the Declaration; or
- (c) substantially modify the method of determining and collecting maintenance assessments as provided in this Declaration; or
- (d) mortgage, partition, subdivide, transfer, or otherwise dispose of any of the common areas or community facilities.

Section 10. 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 bona fide 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.

Section 11. Definition. As used in this Article, the term "Mortgagee" shall mean any Mortgagee of a lot subject to this Declaration and shall not be limited to the institutional Mortgagees, and the term "Mortgage" shall include a Deed of Trust. As used generally in this Declaration, the term "institutional Holder" or "institutional Mortgagee" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, pension funds, real estate investment trusts, mortgage companies, the Grantor, FNMA, FHLMC, and any corporation, including a corporation of, or affiliated with the United States Government, or any agency thereof.

Section 12. Captions and Gender. 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.

IN WITNESS WHEREOF, the said PEMA, INC., has on the 5th day of May, 1982, caused these presents to be executed by RONALD J. MACK, its President, and attested by MANUEL L. PERRY, its Secretary, and its corporate seal to be hereunto affixed; which said PEMA, INC., does hereby appoint the said RONALD J. MACK as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

Attest:

PEMA, INC.

*Manuel L. Perry* Secretary *Ronald J. Mack*  
 Manuel L. Perry, Secretary Ronald J. Mack, President

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 5th day of May, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RONALD J. MACK, who is personally well known to me as the person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of PEMA, INC., and that the same was executed for the purposes therein contained.

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

*Anthony V. Pozzullo*  
 Notary Public

My Commission expires:  
July 1, 1982

EDMUND A. CHRZANOWSKI and FRANCIS A. KORWEK, Trustees under a Deed of Trust from PEMA, INC., which Deed of Trust is dated June 30, 1981, and has been recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 3420, folio 626, join herein to consent to the aforesaid Declaration and to subrogate the lien of the Deed of Trust thereto.



AS WITNESS the hands and seals of the said EDMUND A. CHRZANOWSKI and FRANCIS A. KORWEK, Trustees as aforesaid.

Witness:

Julia A. DeJoy Edmund A. Chrzanowski (SEAL)  
Edmund A. Chrzanowski

Julia A. DeJoy Francis A. Korwek (SEAL)  
Francis A. Korwek

STATE OF MARYLAND, Baltimore COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of May, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND A. CHRZANOWSKI and FRANCIS A. KORWEK, Trustees, who personally being well known to me as the persons named as Trustees under the Deed of Trust, as aforesaid, and by virtue of the authority vested in them by said instrument, acknowledged the same to be their act and deed, and that the same was executed for the purposes therein contained.

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

My Commission expires:  
July 1, 1982

Julia A. DeJoy  
Notary Public

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his immediate supervision.

Kenneth D. Pezzulla  
Kenneth D. Pezzulla

EXHIBIT A

BOOK 3488 PAGE 270

FIRST: All those lots being known and designated as Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, all as shown on a Plat entitled "Broadview Estates Section 1", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 63 folio 31 (Plat No. 3356).

SECOND: All those parcels of ground shown and designated as Parcels Nos. 2, 3, 4, 5, and 7 on the aforesaid Plat of Broadview Estates Section 1, recorded among the Land Records of Anne Arundel County in Plat Book No. 63 folio 31 (Plat No. 3356).

THIRD: The widening strip for Riva Road as shown on the aforesaid Plat of Broadview Estates, Section 1, recorded among the Land Records of Anne Arundel County in Plat Book No. 63 folio 31 (Plat No. 3356), subject to the right of the grantor to cross said widening strip for ingress and egress to the remaining land of the grantor known as Broadview Estates, Section 2, until such time as Broadview Estates, Section 2, is conveyed to the grantee.

SAVING AND EXCEPTING therefrom, however, all that property, being a 15 foot wide water and utility easement, which was granted and conveyed by Howard International, Inc. to Anne Arundel County, Maryland by Deed dated December 31, 1980, and recorded among the Land Records of Anne Arundel County in Liber WGL 3381 folio 79.

BEGINNING at a point at the intersection of the southerly right of way line of Broadview Lane and the westerly right of way line of Riva Road, 80 feet wide, all as shown on a plat of subdivision entitled "Broadview Estates Section 1" as recorded among the aforesaid Land Records in Plat Book 63 at page 31, Plat No. 3356;

THENCE, from said point of beginning with and along the westerly right of way line of said Riva Road, (1) South 13 degrees 52 minutes 13 seconds West 82.61 feet to a point;

THENCE, departing said Riva Road with and along part of the southerly or North 82 degrees 59 minutes 23 seconds West 1394.38 foot boundary line as shown on a plat of subdivision entitled "Broadview Estates", as recorded among the aforesaid Land Records in Plat Book 36, Page 39, and also shown on the "Revised Plat of Broadview Estates", recorded in Plat Book 38, Page 3, (2) North 82 degrees 59 minutes 57 seconds West 1367.46 feet to a point on the mean high water line of Broad Creek;

THENCE, with and along the said mean high water line of Broad Creek the following 7 courses and distances:

(3) North 29 degrees 55 minutes 34 seconds East 99.53 feet to a point;

(4) North 35 degrees 15 minutes 56 seconds East 45.90 feet to a point;

(5) North 29 degrees 49 minutes 13 seconds East 50.28 feet to a point;

(6) North 29 degrees 52 minutes 32 seconds East 54.71 feet to a point;

(7) North 15 degrees 35 minutes 55 seconds East 59.55 feet to a point;

(8) North 6 degrees 40 minutes 47 seconds East 52.09 feet to a point;

(9) North 18 degrees 48 minutes 44 seconds West 28.62 feet to a point on the southwest corner of Lot 18 as shown on the aforesaid plat of "Broadview Estates" and the "Revised Plat of Broadview Estates";

THENCE, with and along the southerly boundary lines of said Lot 18 the following 2 courses and distances:

(10) North 89 degrees 45 minutes 55 seconds East 151.81 feet to a

point;

(11) North 56 degrees 27 minutes 45 seconds East 192.07 feet to a point on the aforesaid right of way line of Broadview Lane;

THENCE, with and along the aforesaid right of way line (12) 85.87 feet along the arc of a curve bearing to the left with a radius of 385.81 feet and with a chord bearing and distance of South 39 degrees 55 minutes 00 seconds East 85.69 feet to a point on the westerly right of way line of Broadview Terrace as shown on the aforesaid plat of subdivision entitled "Broadview Estates Section 1";

THENCE, with and along the aforesaid right of way line of Broadview Terrace the following 3 courses and distances:

(13) 32.75 feet along the arc of a curve bearing to the right with a radius of 25.00 feet and with a chord bearing and distance of South 8 degrees 46 minutes 12 seconds East 30.45 feet to a point;

(14) South 40 degrees 31 minutes 45 seconds East 53.46 feet to a point;

(15) 39.27 feet along the arc of a curve bearing to the right with a radius of 25.00 feet and a chord bearing and distance of North 73 degrees 45 minutes 13 seconds East 35.36 feet to a point on the aforesaid southerly right of way line of Broadview Lane;

THENCE, with and along the said right of way line of Broadview Lane the following 4 courses and distances:

(16) South 61 degrees 14 minutes 47 seconds East 682.54 feet to a point;

(17) 111.70 feet along the arc of a curve bearing to the left with a radius of 430.00 feet and with a chord bearing and distance of South 68 degrees 41 minutes 17 seconds East 111.38 feet to a point;

(18) South 76 degrees 07 minutes 47 seconds East 77.43 feet to a point;

(19) 39.27 feet along the arc of a curve bearing to the right with a radius of 25.00 feet and with a chord bearing and distance of South 31 degrees 07 minutes 47 seconds East 35.36 feet to the point of beginning and containing 8.987 acres of land more or less.

SAVING AND EXCEPTING therefrom all that property being the bed of Broadview Terrace and a variable width storm drain easement which were granted and conveyed by Howard International, Inc. to Anne Arundel County, Maryland by Deed dated February 6, 1981, and recorded among the Land Records of Anne Arundel County in Liber WGL 3393 folio 153.

BEING known and designated as Lots Nos. 17 and 18 as shown on a Plat entitled "Broadview Estates" which said plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 36, folio 39.

TOGETHER with the easement and right-of-way described in a Deed and Agreement dated January 15, 1974, and recorded among the Land Records of Anne Arundel County in Liber WGL No. 2649, folio 376, between Frankie Wilson & Sons, Inc. and Frank G. Baldwin, Jr. and Rhoda L. Baldwin.

*K D Pezzullo*