

Area's 2 and 3 [and Area 4, by Supplement]DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

THIS DECLARATION, made this <sup>10th</sup> day of April, 1978, by GENERAL SERVICE CORPORATION (formerly known as Colonial Corner Service Corporation), a Maryland corporation, hereinafter called "Declarant", and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a Maryland corporation.

BACKGROUND STATEMENT OF FACTS

This Background Statement of Facts is not merely prefatory, but is expressly made a part of this Declaration of Covenants, Conditions and Restrictions.

The parties hereto hold all the right, title and interest in and to the land and premises, hereinafter called "Stage One of Glenmont Community", located in the Sixth Election District of Howard County, Maryland, and more particularly described as follows:

All that land shown on the plat entitled "Sheet 1 of 2, Section 1, Area 2, Glenmont" and recorded among the Land Records of Howard County, Maryland, as Plat #3972, saving and excepting therefrom the bed of any road or street shown on the plat mentioned in this subparagraph.

All that land shown on the plat entitled "Sheet 2 of 2, Section 1, Area 2, Glenmont" and recorded among the Land Records of Howard County, Maryland, as Plat #3973, saving and excepting therefrom the bed of any road or street shown on the plat mentioned in this subparagraph.

All that land shown on the plat entitled "Section 1, Area 3, Glenmont" and recorded among the Land Records of Howard County, Maryland, as Plat #3771, saving and excepting therefrom the bed of any road or street shown on the plat mentioned in this subparagraph.

BEING part of the land which, by Deed dated June 7, 1974, and recorded among the Land Records of Howard County, Maryland, in Liber CMP No. 685, folio 562, was granted and conveyed by Hazel Albers Duncan and Beverly Albers O'Neill, to Declarant.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining.

All of Stage One of Glenmont Community is owned by Declarant, subject to the lien of the outstanding Mortgage from Declarant to Baltimore Federal Savings and Loan Association, dated October 6, 1976, and recorded among the Land Records of Howard County, Maryland, in Liber CMP No. 791, folio 311.

For the purpose of enhancing the appearance, value and desirability of Stage One of Glenmont Community, and such additions thereto as may hereinafter be brought within the jurisdiction of the hereinafter designated Association, Declarant desires to establish, and to provide for the operation and maintenance of, open space tracts and common areas for the common use, benefit, enjoyment, recreation, health, safety and welfare of each record owner. Baltimore Federal Savings and Loan Association has consented to the imposition of the covenants, conditions and restrictions hereinafter set forth, and has agreed to join herein for the sole purpose of evidencing such consent and subordinating the lien of its Mortgage to all of the terms and provisions set forth in this Declaration, otherwise retaining the lien of said Mortgage upon the land and premises covered thereby.

NOW, THEREFORE, Declarant hereby declares that all of the land and premises comprising Stage One of Glenmont Community, as described on page 1 of this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purposes of protecting the appearance, value and desirability of, and which shall run with, the land and be binding on all parties having any right, title or interest therein, or in any part thereof, their heirs, personal

representatives, successors and assigns, and shall inure to the benefit of each record owner, as from time to time determined.

#### ARTICLE I

##### DEFINITIONS

As used in this Declaration, the following terms shall have the meanings herein ascribed thereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication. The terms herein defined are:

1. Association. "Association" shall mean, refer to and include only Glenmont Homeowners' Association, Inc., its successors and assigns.
2. Common Area. "Common Area" shall mean, refer to and include all real property (including the improvements thereon or thereto) owned by the Association for the common use, benefit and enjoyment of the record owners. The Common Area to be conveyed to the Association contemporaneously herewith is described as follows:

All those tract or parcels of land lying within Stage One of Glenmont Community, designated "10' Walkway", as same are shown and delineated on the aforesaid plats entitled "Sheet 1 of 2, Section 1, Area 2, Glenmont", "Sheet 2 of 2, Section 1, Area 2, Glenmont" and "Section 1, Area 3, Glenmont", and respectively recorded among the Land Records of Howard County, Maryland, as Plat #3972, Plat #3973 and Plat #3771, subject to the following: the bed, in fee, of all streets, roads and courts mentioned herein or shown on any subdivision plat of the Property and the right to lay, install, construct, place and maintain on, over, or under the Common Area, or any portion thereof, pipes, mains, conduits, drains, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities, to provide adequate utility service to any Lot now or hereafter laid out on the Property or the general area in which same is located, together with the right and privilege of entering upon said Common Area for such purposes and making openings and excavations therein, shall be reserved by Declarant for itself, its successors and assigns, including Howard County, Maryland, and any utility company, to whom Declarant may grant, convey, transfer, set over and assign the same, or any part thereof.

3. Declarant. "Declarant" shall mean, refer to and

include only General Service Corporation, a Maryland corporation, and any successor or assign thereof to whom the said General Service Corporation shall expressly (i) convey or otherwise transfer all of its right, title and interest in the Property, or the last thereof, as an entirety, without reservation of any kind, and (ii) transfer, set over and assign, as the named Declarant, all of its right, title and interest under this Declaration of Covenants, Conditions and Restrictions, or any amendment or modification thereof.

4. Lot or Lots. "Lot" or "Lots" shall mean, refer to and include: (i) one or more of the one hundred nineteen (119) lots shown on the aforesaid recorded subdivision plats entitled "Sheet 1 of 2, Section 1, Area 2, Glenmont", "Sheet 2 of 2, Section 1, Area 2, Glenmont" and "Section 1, Area 3, Glenmont"; and (ii) one or more of the building lots shown on any recorded subdivision plat of any part of the land comprising all or any part of the Remainder of Glenmont Community brought within the jurisdiction of the Association and subjected by covenants of record to a lien for charges and assessments levied by the Association, as said lot or lots are now or may from time to time hereafter be created or established; in each case, excepting any road or street and any Common Area shown on such plat.

5. Mortgage and Mortgagee. "Mortgage" shall mean, refer to and include a mortgage, deed of trust or other conveyance in the nature of a mortgage; and "mortgagee" shall mean, refer to and include the grantee named in a mortgage or other conveyance in the nature of a mortgage, the beneficiary or creditor secured under any deed of trust, and the heirs, personal representatives, successors and assigns of such grantee, beneficiary or creditor.

6. Plat of Glenmont. "Plats of Glenmont" shall mean,

refer to and include (i) that certain plat entitled "Sheet 1 of 2, Section 1, Area 2, Glenmont" and recorded among the Land Records of Howard County, Maryland, as Plat #3972, (ii) that certain plat entitled "Sheet 2 of 2, Section 1, Area 2, Glenmont" and recorded among the Land Records of Howard County, Maryland, as Plat #3973, (iii) that certain plat entitled "Section 1, Area 3, Glenmont" and recorded among the Land Records of Howard County, Maryland, as Plat #3771, (iv) any recorded subdivision plat of any part of the land comprising all or any part of the Remainder of Glenmont Community brought within the jurisdiction of the Association, and (v) any amendment to, or resubdivision of, any of the foregoing plats.

7. Property. "Property" shall mean, refer to and include all the land and premises comprising Stage One of Glenmont Community, described on page 1 of this Declaration, together with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anywise appertaining, and such additions to such land, premises, buildings, improvements, appurtenances and advantages as may hereafter be brought within the jurisdiction of the Association.

8. Record Owner. "Record Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the record title to a Lot in Stage One of Glenmont Community, or located on any part of the Remainder of Glenmont Community brought within the jurisdiction of the Association and subjected by covenants of record to a lien for charges and assessments levied by the Association, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety,

or tenancy in co-partnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one Lot, whether in a real property tenancy, or partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single record owner and shall be or become a single member of the Association by virtue of ownership of such Lot. The term "record owner", however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, nor shall it include any mortgagee named in any mortgage covering any Lot, designed solely for the purpose of securing performance of an obligation or payment of a debt.

9. Remainder of Glenmont Community. "Remainder of Glenmont Community" shall mean, refer to and include only the land and premises more particularly described as follows:

All of the balance of the land which, by Deed dated June 7, 1974, and recorded among the Land Records of Howard County, Maryland, in Liber CMP No. 685, folio 562, was granted and conveyed by Hazel Albers Duncan and Beverly Albers O'Neill to Declarant, other than the land described on pages 1 and 2 of this Declaration, saving and excepting therefrom the bed of any road or street hereinafter established on said balance of the aforesaid land.

saving and excepting therefrom, such addition to Stage One of Glenmont Community as may hereafter be brought within the jurisdiction of the Association so as to become and be part of the Property.

## ARTICLE II

### COMMON AREA

1. Declarant shall grant and convey to the Association, and the latter shall take and accept from the former, the Common Area, contemporaneously herewith subject to the covenants, conditions,

restrictions and reservations hereinafter set forth, which are hereby imposed upon the aforesaid Common Area for the benefit of Declarant, the Association and the record owners, and their respective heirs, personal representatives, successors and assigns, to the end and intent that the Association shall have and hold the said Common Area subject to the following: (i) Declarant shall reserve unto itself, its successors and assigns, the bed, in fee, of all streets, avenues and public highways in Stage One of Glenmont Community, or shown on the Plats of Glenmont; (ii) Declarant, for itself, its successors and assigns, shall have the right to lay, install, construct, place and maintain on, over, under or in those strips or parcels of land designated on the Plats of Glenmont, as "20' Storm Drain Easement", "Drainage Easement", "Easement for Sanitary Sewer", "Storm Drain and Sewer Easement", "Utility Easement" or otherwise designated as an easement area, or drainage and utility easement, or on, over, under or in any portion of the Common Area, pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the Remainder of Glenmont Community, or the area in which same is located, together with the right and privilege of entering upon said Common Area for such purpose and making openings and excavations therein; and (iii) Declarant shall reserve unto itself, its successors and assigns, easements over five-foot strips of land running along the front, rear, side and other lot lines of each Lot, for the purposes of proper surface water drainage, for the installation and maintenance of sanitary and storm water sewers, lines for water and for other utilities, and for such alterations of the contour of the land as may be necessary or desirable to affect surface drainage.

Within the easement areas hereinabove described in divisions (ii) and (iii), no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. Furthermore, the aforesaid easement areas on each Lot and all improvements therein, except improvements for which a public authority or utility company is responsible, shall be maintained continuously by the record owner of such Lot.

2. The Common Area to be conveyed to the Association under Section 1 of this Article II shall be deemed Common Area, property and facilities for the use, benefit and enjoyment, in common, of each present and future member of the Association, who, by necessity, is a record owner of a Lot. The Common Area shall be retained in its natural state, and no structure or improvement of any kind shall be erected, placed or maintained thereon, except as provided as follows: Structures or improvements designed exclusively for community use, shelters, benches, chairs and other seating facilities, fences and walls, walkways and grading and planting may be erected, placed and maintained thereon for the use, comfort and enjoyment of members of the Association, or the establishment, retention and preservation of the natural growth or topography of the area, or for aesthetic reasons.

3. No noxious or offensive activity shall be carried on upon the aforesaid Common Area nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

4. The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, preserve, repair, replace, restore and maintain the Common Area as from time to time

improved, together with any items of personal property placed or installed thereon, all at its own cost and expense, and shall levy against each member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the Common Area, which proportionate share shall be determined on the basis which the number of Lots owned by the member bears to the total number of Lots then laid out or established on the Property.

5. The right of each member of the Association to use the Common Area shall be subject to the terms, conditions and provisions set forth in this Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. All of said terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and Declarant, or either thereof, their respective successors and assigns, against any member of the Association, or any other person, violating or attempting to violate the same, or any thereof, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association or Declarant shall each have the right summarily to abate or remove any breach or violation by any member at the cost and expense of such member.

#### ARTICLE III

##### RECORD OWNERS AND PROPERTY RIGHTS

1. Declarant shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions hereinafter set forth, which are hereby imposed upon said Lots for the benefit of Declarant, the Association and other record owners,

their respective heirs, personal representatives, successors and assigns, to the end and intent that each record owner of a Lot shall have and hold his Lot subject to the following: Each record owner, in common with all other record owners, shall have the right and privilege to use and enjoy the Common Area for the purposes for which the same was designed. Such right and privilege, which shall be appurtenant to and pass with the title to the Lot of each record owner, shall include particularly, but not by way of limitation, use and enjoyment of the following: All Common Area provided for the use, comfort and enjoyment of the record owners, subject, however, to the right of the Association to suspend the voting rights and rights to use of any Common Area by a record owner for any period in which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of published rules and regulations of the Association.

2. Any record owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area, with any facilities thereon, to the members of his family, his tenants, or contract purchasers who reside on the Property.

3. Each record owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Further, each record owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Area.

4. The aforesaid rights, privileges and easements of the record owners are at all times subject to the right of the Association to declare or transfer all or any part of the Common

Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members, and further subject to the written consent of Howard County, Maryland; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of members agreeing to such dedication or transfer has been recorded among the Land Records of Howard County, Maryland, which instrument shall also contain the signature of the authorized County signatory.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

1. Every record owner of a Lot which is subject to assessment shall become and 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.

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

Class A. Except for Declarant who shall initially be a Class B member, a Class A member shall be a record owner holding title to one or more Lots laid out on the Property. Each Class A member shall be entitled to one vote per Lot, for each Lot owned by him, in all proceedings in which action shall be taken by members of the Association.

Class B. The Class B member shall be Declarant, as defined in paragraph 3 of Article I hereof. The Class B member shall be entitled to three votes per Lot for each Lot owned by such member, in all proceedings in which action shall be taken by members of the Association.

If more than one person, firm, corporation, trustee, or other legal entity, or any combination thereof, as a Class A member, hold the record title to any Lot, all of the same, as a

unit, and not otherwise, shall be deemed a single Class A member of the Association. The vote of any Class A member comprised of two or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, shall be cast in the manner provided for in the Charter of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

Conversion. The Class B membership in the Association shall cease and be converted to Class A membership in the Association on January 1, 1985, or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association.

#### ARTICLE V

##### COVENANT FOR ASSESSMENTS

1. Declarant, for each Lot owned by it within the Property, hereby covenants, and each record owner, by acceptance of the deed hereafter conveying any such Lot to him, whether or not so expressed in such deed, shall be deemed to have covenanted and agreed to pay to the Association: (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest, costs, and reasonable attorney's fees which may be imposed thereon, shall be a charge on the land and a continuing lien upon each of the Lots against which each such assessment is made. Each such assessment or charge, together with any interest, costs and reasonable attorney's fees imposed thereon, shall also be the personal obligation of the record owner holding title to any Lot at the time when the assessment fell

due or was first payable. The personal obligation for any delinquent assessment or charge, however, shall not pass to the record owner's successor or successors in title unless expressly assumed by such successor or successors.

2. Assessments and charges levied by the Association shall be used exclusively for the following purposes: promotion of the recreation, health, safety and welfare of the residents in or on the Property; improvements, operation, care and maintenance of the Common Area, including casualty, liability and other insurance deemed necessary therefor; and payment of all public charges and assessments applicable to the Common Area, except to the extent that such public charges and assessments may be levied against any Lot laid out on the Property so that same is payable directly by the record owner thereof, in the same manner as real property taxes assessed or assessable against the Lot.

3. Annual assessments shall be fixed and limited, as follows:

(a) Until January 1, 1979, the maximum annual assessment shall be Twelve Dollars (\$12.00) per Lot.

(b) From and after January 1, 1979, the maximum annual assessment may be increased each year by not more than five percent (5%) of the maximum assessment for the previous year without a vote of the membership of the Association.

(c) From and after January 1, 1979, the maximum annual assessment may be increased above the five percent (5%) limitation specified in subparagraph (b) hereof only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purpose.

(d) Neither Declarant nor any Lot to which Declarant holds the record title, shall be exempt from assessment hereunder, but, notwithstanding anything elsewhere set forth herein, the following allowance shall be made by the Association to Declarant in each instance: annual assessments or charges made or levied against any Lot to which Declarant holds record title shall equal twenty-five percent (25%) of the annual assessment or charge made or levied against any other Lot laid out on the Property, to the end and intent that Declarant shall not pay more, or less, than twenty-five percent (25%) of the per Lot annual assessment, established by the Association under subparagraphs (a), (b) or (c) of this paragraph 3.

(e) The Board of Directors of the Association may fix the annual assessment or charges against each member at any amount, not in excess of the maximum.

4. 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 any capital improvement located on the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall first be approved by two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purpose.

5. Written notice of any meeting of members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article, 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, in person or by proxy, of members entitled to not less than sixty percent (60%) of all the votes of each class of members entitled to be cast at such meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and, at such subsequent meeting, the presence, in person or by proxy, of members entitled to not less than thirty percent (30%) of all the votes of each class of members entitled to be cast at such meeting shall be necessary and sufficient to constitute a quorum. No such subsequent meeting, however, shall be held more than sixty (60) days following the preceding meeting.

6. Except as provided in paragraph 3(d) of this Article V, both annual and special assessments and charges must be fixed at a uniform rate for all Lots and the same may be collected on a monthly or other periodic installment basis.

7. The annual assessments provided for herein shall commence as to all Lots on the first day of the first month following conveyance of the Common Area to the Association. 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 each record 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 or not the assessments and charges 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.

8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date, computed at the rate of six percent (6%) per annum. The Association may bring an action at law against the record owner personally obligated to pay the same, or foreclose the lien against the Lot subject to the assessment. No record 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.

9. The lien of the assessments and charges provided for herein shall be subordinate to general and special assessments for real estate taxes on the Lot and to the lien of any first mortgage covering the Lot. 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, except to the extent that same are collectible from any surplus remaining after payment of the outstanding balance due under the mortgage, together with all costs incurred in the foreclosure proceedings. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VI

##### RESTRICTIONS ON USE OF LOTS

1. Each Lot shall be used for residential purposes only; and no building shall be erected, altered or maintained on any Lot, other than one individual single family detached dwelling, not exceeding two and one-half stories in height, with only garages for not more than two non-commercial automobiles, and swimming pools, or either of them, as accessory structures, except and provided as follows:

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A real estate sales or construction office or trailer, with signs, may be erected, maintained and operated on any Lot, or in any building or structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development or initial sale of any Lot, or the construction of improvements on any Lot, now or hereafter laid out or created on any of the land conveyed by Hazel Albers Duncan and Beverly Albers O'Neill to Declarant, by Deed dated June 7, 1974, and recorded among the Land Records of Howard County, Maryland, in Liber CMP No. 685, folio 562. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer or sign after the initial sales or construction period.

Neither any part of any Lot, nor any improvements now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer nor shall any sign used in conjunction with such uses be erected without the written consent and approval of the Board of Directors of the Association.

2. No building, tank, pool, tennis or handball court, game facility, or other structure of any kind, or any part thereof, shall be located on any Lot closer to the front line or closer to the side street line than the minimum building setback lines shown on the Plats of Glenmont, or on any amendment to or resubdivision thereof. For the purposes of the covenant contained in this Section 2, eaves, steps, open porches, bay windows, chimneys and patios shall be considered as a part of a building or structure. An encroachment, however, into the hereinmentioned setback areas of not more than twelve (12) inches shall not constitute a violation of these restrictions.

3. No noxious or offensive activity shall be carried

on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding permitted to be erected on any Lot shall at any time be used as a residence, either temporarily or permanently.

5. No boat, or trailer of any kind, including a house trailer and boat trailer, unless located entirely within a building permitted to be erected, and no commercial or inoperable vehicle of any kind shall be parked or stored on any Lot. For the purposes hereof, an automobile shall be deemed inoperable unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway.

6. Except as otherwise expressly provided in Section 1 hereof, no sign of any kind shall be erected, displayed or maintained on any Lot, except one lawful sign, having an area of not more than five (5) square feet, advertising the property for sale or rent.

7. No animals, livestock or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, not in excess of two, in the aggregate, may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8. No fence or wall shall be erected, placed, altered or maintained on any Lot nearer to any street than the minimum building setback line established on the Lot. Where two adjacent dwellings are set back different distances from the street, no fence or wall between such two adjacent dwellings shall be closer to the street than the front wall of the dwelling most distant from said street. No fence or wall, when erected, shall interfere with

underground or surface utility or draining structures, pipes or ditches. The restrictions contained in this Section 8 shall not apply to enclosures of patios or open garden courts and shall not apply to retaining walls required by topography, which enclosures, patios and retaining walls, however, shall require the written consent of the Board of Directors of the Association.

ARTICLE VII

GENERAL PROVISIONS

1. The Association or any record 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 record owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision of this Declaration which shall remain in full force and effect.
3. The covenants and restrictions of this Declaration shall run with and bind the land, forever. However, this Declaration may be amended at any time within twenty (20) years from the date of recordation hereof, by an instrument signed by not less than ninety percent (90%) of the record owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of said record owners. Any amendment must be recorded, after final approval by Howard County.
4. At any time, and from time to time, within seven (7) years of the date of this instrument, any part of the Remainder of Glenmont Community may be annexed to the Property by Declarant, without the consent of any of the other members of the Association.

5. 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, except as provided for in Section 4 of this Article VII; dedication of Common Area; and amendment of this Declaration of Covenants, Conditions and Restrictions.

CONSENT OF MORTGAGEES

Baltimore Federal Savings and Loan Association joins herein solely for the purpose of indicating its consent to the imposition of the aforesaid covenants, conditions and restrictions on the Property, and for the further purpose of subordinating the lien of its Mortgage described in the Background Statement of Facts hereinabove set forth to the operation and effect of said covenants, conditions and restrictions. Baltimore Federal Savings and Loan Association, however, shall otherwise retain the lien of its Mortgage on all of the land and premises covered thereby.

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands and seals this 4 day of April, 1978.

ATTEST:

GENERAL SERVICE CORPORATION

Parker J. Hecker

By: Robert E. Becht, Sr. (SEAL)  
Robert E. Becht, Sr. President

DECLARANT

WITNESS:

BALTIMORE FEDERAL SAVINGS AND  
LOAN ASSOCIATION

Parker J. Hecker

By: Robert E. Becht, Sr. (SEAL)

STATE OF MARYLAND )  
 )ss:  
OF BALTIMORE)

I HEREBY CERTIFY that on this *4* day of *April* 1978,  
before me, the subscriber, a Notary Public for the \_\_\_\_\_ and  
State aforesaid, personally appeared ROBERT E. HECHT, SR., who  
acknowledged himself to be the President of GENERAL SERVICE CORPORA-  
TION, a Maryland corporation, and that he, as such President,  
being authorized so to do, executed the foregoing instrument for the  
purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and  
Notarial Seal.

*Mary C. White*  
\_\_\_\_\_  
Notary Public

My Commission expires:  
July 1, 1978

STATE OF MARYLAND )  
 )ss:  
OF BALTIMORE)

I HEREBY CERTIFY that on this *4* day of *April* 1978,  
before me, the subscriber, a Notary Public for the \_\_\_\_\_  
and State aforesaid, personally appeared *Robert E. Hecht*  
who acknowledged himself to be the \_\_\_\_\_ President of BALTIMORE  
FEDERAL SAVINGS AND LOAN ASSOCIATION, a Maryland corporation, and  
that he, as such \_\_\_\_\_ President, being authorized so to do, executed  
the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and  
Notarial Seal.

*Mary C. White*  
\_\_\_\_\_  
Notary Public

My Commission expires:  
July 1, 1978

*Mailed to Weinberg & Wein. Esqs.  
Baltimore, Md.*