

BY-LAWS
OF
THE HIDEAWAY COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE HIDEAWAY COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at The Hideaway, Village of Kings Contrivance, Columbia, Maryland, but meetings of members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Hideaway Community Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the "Declaration of Covenants, Conditions and Restrictions for The Hideaway Community in the Village of Kings Contrivance" (Columbia, Maryland), recorded or intended to be recorded among the Land Records of Howard County, Maryland and as may be supplemented from time to time, and such additional supplemental areas thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" is land area zoned and classified as Open Space and shall mean all real property owned by the Association for the common use, benefit and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land subject to assessment by the Association, shown upon any recorded subdivision plat of the properties, with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple or leasehold title to any lot which is a part of the properties, including contract sellers, but excluding ground rent owners and those having such interest merely as security for the performance of an obligation or payment of a debt.

Section 6. "Declarant" shall mean and refer only to Howard Homes Building Co., Inc., a Maryland corporation, and any successor or assigns to whom the said Howard Homes Building Co., Inc. shall expressly (i) convey or otherwise transfer all of its right, title and interest in the subject property as an entirety, without reservation of any kind; and (ii) transfer, set over or assign, as the named Declarant, all its right, title and interest under the Declaration, or any amendment or modification thereof.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for The Hideaway Community in the Village of Kings Contrivance, dated _____, 1982, and recorded among the Land Records of Howard County, Maryland in Liber _____ folio _____, et seq.

Section 8. "Member" shall mean and refer to those owners of lots entitled to membership in the Association, as provided in the Declaration.

Section 9. "Veterans Administration" or "Federal Housing Administration" whenever appearing herein whether separately or jointly shall mean and include each and the other as said agencies approve legal documents, mandated by the U. S. Department of Housing and Urban Development for Planned-Unit Developments under FHA Form 1400 and VA Form 26-8200 Rev. October, 1973, together with any supplements to date.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of one-fourth ($\frac{1}{4}$) of the members who are entitled to vote of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving notices. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to be cast, of one-fourth ($\frac{1}{4}$) of the votes of each class of membership, computed separately, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance of title of his lot by any member.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not fewer than three (3) nor more than eleven (11) Directors and who need not be members of the Association.

Section 2. Term of Office. At the first and at each successive annual meeting the members shall elect directors to serve for the ensuing year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote at a meeting duly constituted of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties upon submission and approval of verified vouchers.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, if such procedure and action is approved by the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors and shall be duly recorded and adopted by reference at the next formal meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as the number of directors to be elected. Such nominations may be made from among members or non-members and directors shall be eligible to succeed themselves for not more than three successive terms.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Split percentage voting is permissible for split percentage ownership of lots and membership.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than seven (7) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to the use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without just cause from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual assessment and levy thereon against each lot at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment and levy to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which any levy has not been paid within six (6) months after the due date (the beginning of the assessment period) or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any properly interested person, a Certificate of Status of Assessment/Levy setting forth whether or not any specific levy(s) has been paid. A reasonable charge may be made by the Board for the issuance of these Certificates. If a Certificate states a levy has been paid, such Certificate shall be conclusive evidence of such payment and binding upon the rights of the Association;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

(g) Cause the common area to be maintained in the best interests of the members of the Association.

(h) Maintain an Association account(s) with a recognized financial institution as a depository for all Association funds.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, one or more vice-presidents, a secretary, a treasurer, and such other officers as the Board may from time to time by resolution create. All officers shall be members of the Association and the President and Vice-Presidents must be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be appointed annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Any such officers employed by Special Appointment need not be members of the Association.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special officers created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign with the treasurer, all documents evidencing a financing obligation assumed by the Association.

Vice-President

(b) The vice-president or senior vice-president, so designated, if more than one, shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. A vice-president shall co-sign with the Treasurer all checks drawn against Association funds on deposit.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal (if the Board elects to have such) of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign with a vice-president all checks and with the president all promissory notes of any kind of the Association; keep proper books of account; cause an annual statement of the Association affairs to be prepared by a certified public accountant at the completion of each fiscal year; and shall prepare an annual proposed budget supported by a statement of proposed income and expenditures to be presented for discussion and approval, as amended to the membership at its regular annual meeting. A copy of the annual current Financial Statement and approved annual budget shall be delivered in person or to the residences, by mail or otherwise, of all members.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint annually an Architectural Control Committee, Nominating Committee, Executive Committee, if desired, and such other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws, Declaration, Financial Statements and Minutes of Meetings of the Association shall be available for inspection by any member at the principal office of the Association, where reproduction copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments/levies which are secured by personal obligation and a continuing lien upon the property against which the assessment/levy is made. Assessments are due when levied. If the levy is not paid within thirty (30) days after the due date, the levy shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. If not paid within six (6) months of the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. If action is instituted interest, costs and reasonable attorney's fees for any such action shall be added to the amount of such levy and owed by the member concerned. No Owner may waive or otherwise escape liability for the assessments/levies provided for herein by non-use of the common area or abandonment of his lot.

ARTICLE XII

CORPORATE SEAL

If the Association elects to have a seal, it shall be in circular form having within its circumference the words: The Hideaway Community Association, Inc. and the word "Maryland" inscribed around the outer edge; and with the words "Corporate Seal" or "Incorporated" and the year of incorporation inscribed in the center.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended at any regular or special meeting of the members, by the affirmative vote of three-fourths of the members of each class of members entitled to vote, computed separately, in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there remains Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The corporate year of the Association shall be the calendar year, except that the first corporate year shall be abridged and begin on the date of incorporation and expire December 31, 1982.

IN WITNESS WHEREOF, we, being all of the directors of The Hideaway Community Association, Inc., have hereunto set our hands this _____ day of _____, 1982.

WITNESS:

LEE B. ROSENBERG

SEYMOUR F. RAPHAEL

J. ELMER WEISHEIT

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly designated and acting secretary of The Hideaway Community Association, Inc., a Maryland corporation, and that the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted at a joint meeting of the Board of Directors and all Class B members (there being no Class A members) thereof, held on the _____ day of _____, 1982.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this _____ day of _____, 1982.

J. Elmer Welshelt
Recording Secretary of
the Board of Directors, and
Acting Secretary of The
Hideaway Community
Association, Inc.

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE HIDEAWAY COMMUNITY IN THE VILLAGE OF KINGS CONTRIVANCE
(Columbia, Maryland)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIDEAWAY COMMUNITY IN THE VILLAGE OF KINGS CONTRIVANCE ("Declaration") is made this _____ day of _____, 1982, effective _____, 1982, by HOWARD HOMES BUILDING CO., INC. ("Declarant"), a Maryland corporation in good standing, having its principal office in Columbia, Maryland, and RICHARD L. COVER and THOMAS M. SCOTT, III, ("Trustees") and UNION TRUST COMPANY OF MARYLAND, ("Beneficiary") under that certain Deed of Trust dated _____, 1982, and recorded among the Land Records of Howard County, Maryland in Liber _____ folio _____, et seq.

STATEMENT OF FACTS AND PURPOSES

This Statement of Facts and Purposes, preliminary and background in nature, is not merely prefatory, but rather expressly made a part of this Declaration. The terms and provisions of this Declaration shall be binding upon both the Association (Paragraph D., infra) and all the residents from time to time in The Hideaway Community (THC) area, located in the Village of Kings Contrivance (VKC) in Columbia, Howard County, Maryland (THC-VKC).

A. The Village of Kings Contrivance

VKC is part of the city of Columbia. Declarant is owner in fee simple of certain property which is to be developed as the first section of THC, a part of VKC. The property is zoned and classified New Town and together with a larger area is to become known as THC and is subject to the terms and provisions of that certain Amended Final Development Plan (FDP), Phase No. 169-A-III Part 1, titled

"Village of Kings Contrivance
Section 3 Area 1"
Columbia
Amended
FDP Phase 169-A-III Part 1

recorded among the Land Records of Howard County, Maryland as Plats Nos. 3054A382 through 3054A396, respectively.

Also, the property is part of a recorded subdivision area of VKC, which is recorded as Plat No. 4825, titled

"Columbia
Village of Kings Contrivance
Section 3 Area 1"
Parcels B-1 and D-1
Lot 302
A Resubdivision of Parcels B and D
and Lot 285
Sheet 2 of 2

and which total larger of Parcel "B-1" is 14.239 acres or 620,241 square feet as shown thereon.

B. The Hideaway Community in the Village of Kings Contrivance.

Parcel "B-1" is to be resubdivided as The Hideaway Community townhouse area, the first plats of which are recorded among the Land Records of Howard County, Maryland as Plats Nos. 5099 and 5100, Sheets 1 and 2 of 2, and is the "Property" as defined herein and in Article I, Section 2 hereof and as recorded is titled,

"Columbia
Village of Kings Contrivance
Section 3 Area 1
Lots B-2 thru B-59
A Resubdivision
Of A Portion Of Parcel B-1

Plat No. 5100, Sheet 2 of 2, recorded December 30, 1981, contains the beds of Softwater Way and Summer Park Court, certain easement areas, is the first THC townhouse area resubdivision plat and contains the perimeter outline of the property laid out thereon by metes and bounds description, together with individual Lot designation by letter and number. It contains in all, fifty-six (56) residential lots designated B-2 through B-57, each inclusive, and, two (2) common area lots designated B-58 and B-59. Each lot on Plat No. 5100 Sheet 2 of 2, carries separate locational and dimensional data for more distinctive identification.

C. Annexation.

Additional parts of Parcel "B-1", to be shown on future resubdivision plats to be recorded as aforesaid, may be acquired hereafter in fee simple ownership by Declarant. If so acquired by Declarant on or before January 1, 1986, and developed in accordance with the present general plan of development for the city of Columbia, Maryland, the VKC therein and The Hideaway Community located therein, each of which development concepts has been approved prior hereto by the Federal Housing Administration (FHA) or the Veterans Administration (VA), such after-acquired property will be subject to automatic annexation by the Association and to the terms of this Declaration by action of Declarant without the prior consent of the members of the Association or any other action required to effect such Annexation. But if otherwise acquired by Declarant, or others at anytime, detailed plans for such land to be so developed and annexed must be submitted to said federal Agencies for approval. Annexation of additional parts of Parcel "B-1" as recorded among appropriate subdivision plats in said Land Records shall become legally effective and binding for all purposes upon the proper execution and recordation of a Deed of conveyance from Declarant to Association of the common area lots to be shown on any future resubdivision plats of such area.

D. Partial Development Plan.

Declarant deems it to be in the best interests of future homeowners of the residential lots in The Hideaway Community to establish a community identity, similar to other townhouse areas existing in Columbia, with an association to be formed and incorporated as The Hideaway Community Association, Inc. ("Association"), a new Maryland corporation. This shall be a Maryland non-profit corporation organized to operate exclusively for civic, social, recreational, community and related public purposes and to take ownership and possession of and provide for the maintenance and preservation of certain open space or common areas described and designated herein and elsewhere as property to be utilized impartially and equitably for the good of all future homeowners of said lots, and which corporation shall have the obligation and duty to administer and enforce the provisions of this Declaration to effect these aims.

The Property is or will be subject to the legal operation and effect of each of the following specific documents recorded or intended to be recorded among the Land Records of Howard County, Maryland prior to or simultaneously with the recordation of this Declaration:

1. Subject to the terms, provisions, conditions, restrictions and charges affecting the Village of Kings Contrivance as originally created in document titled "Kings Contrivance Village Covenants Deed, Agreement and Declaration", dated May 27, 1977 and recorded among the Land Records of Howard County, Maryland in Liber 825 folio 92, et seq., between The Howard Research and Development Corporation ("HRD") and Rose Marie Venere, and as supplemented by document titled Declaration of Annexation dated December 31, 1981 and recorded as aforesaid in Liber 1085 folio 327, et seq. between HRD and 95-32 Corporation ("95-32"), both Maryland corporations.

2. Subject to the terms, provisions, conditions, restrictions and charges contained in a Deed, Agreement and Declaration dated December 13, 1966 and recorded as aforesaid in Liber 463 folio 158 between The Columbia Park and Recreation Association, Inc., a Maryland non-profit membership corporation, and C. Aileen Ames (the CPRA lien); as supplemented by Agreement and Declaration of Annexation dated December 31, 1981 and recorded as aforesaid in Liber 1085 folio 324 between The Columbia Park and Recreation Association, Inc., The Howard Research and Development Corporation and 95-32 Corporation.

3. Final Development Plan (FDP) Phase No. 169-A-III Part 1, recorded as Plats Nos. 3054A382 through 3054A396, each inclusive, among said Land Records as stated hereinabove and which establishes all final Zoning and Use criteria for the subject property;

4. Final Record Subdivision Plat (FRP) No. 4825, titled "Columbia, Village of Kings Contrivance, Section 3, Area 1, Parcels B-1 and D-1 Lot 302 A Resubdivision of Parcels B and D and Lot 285 Sheet 2 of 2".

5. Final Record Resubdivision Plats (FRP) Nos. 5099 and 5100, Sheets 1 and 2 of 2, titled "Columbia, Village of Kings Contrivance, Section 3, Area 1, Lots B-2 to B-59, A Resubdivision of a Portion of Parcel 'B-1'" (Part of The Hideaway Community Townhouse Area) together with all other resubdivision plats of The Hideaway Community Townhouse Area to be similarly recorded.

6. Declaration of Party Wall and Easement Rights dated _____, 1982 and recorded among said Land Records in Liber _____, folio _____, et seq. and as may be supplemented.

Lots Nos. B-58 and B-59 on said Plat No. 5100, Sheet 2 of 2, are unimproved lots which are set aside by Declarant to be the common areas for all homeowners and other authorized users and upon parts of which common area parking of vehicles for homeowners and other authorized persons is planned and permitted. The surface of all parking areas will be initially graded and paved by the Declarant and thereafter be maintained by the Association. It is intended that all common area lots on subsequently recorded resubdivision plats in THC shall be similarly benefitted and burdened.

Certain of the aforesaid community parking areas may extend into a part of the beds of Softwater Way, and Summer Park Court, as shown on Plat No. 5100, Sheet 2 of 2. After all parking areas have been graded and paved by Declarant, Howard County, Maryland has an option to acquire fee simple title to the beds of said streets as shown on Plat No. 5100, Sheet 2 of 2.

Any part of said paved parking area as lies within the beds of said streets will be owned in fee simple by the Declarant during initial construction, then offered by fee simple conveyance to Howard County, Maryland. This conveyance may be accepted by said Howard County, Maryland, without any obligation to maintain such parking area as a public responsibility and with the specific continuing obligation to be assumed and accepted by Association to maintain same. Any access roads on subsequent recorded resubdivision plats in THC shall be similarly benefitted and burdened.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above on Plat No. 5100, Sheet 2 of 2, or subsequently annexed and subject hereto, shall be held, sold and conveyed, subject to the aforementioned and following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of The Hideaway Community. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding upon and enure to the benefit of all parties having or acquiring any right, title or interest in THC.

ARTICLE I

DEFINITIONS

Section 1. "Association" means and refers to THE HIDEAWAY COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "Property" means and refers to that certain real property described hereinbefore in the Statement of Facts and Purposes, paragraph B.

Section 3. "Annexation Property" means and refers to parts of Parcel "B-1" described hereinbefore in the Statement of Facts and Purposes, paragraph C, which property, as hereinbefore stated, may become subject to the terms of this Declaration, without the prior consent of the members of the Association. Such annexation may be effected and conditioned only as stated in said paragraph C.

Section 3A. "Other Annexation Property" means and refers to any real property designated by the owners thereof by appropriate instrument in writing duly executed and recorded among the Land Records of Howard County, Maryland, to become and be subject to the legal operation and effect of this Declaration PROVIDED always such annexation shall only be binding and effective if approved by a two-thirds (2/3) vote of each class of the members entitled to vote of the Association at a meeting duly called to act upon such proposal and subject always to the prior approval of the Federal Housing Administration or Veterans Administration if any Class B membership (hereinafter defined) is outstanding.

Section 3B. Unless otherwise herein specifically stated, all references to "Annexation Property" shall include "Other Annexation Property" and vice versa.

Section 4. "Common Area" means and refers to any and all areas of land so designated on the recorded resubdivision plat of the Property or on the recorded resubdivision plat containing any Annexation Property and as set aside and intended for the common use and enjoyment of the owners of lots.

The common area to be owned by the Association at the time of the conveyance of the first lot is further delineated as follows:

BEING Lots Nos. B-58 and B-59 as shown on the subdivision plat recorded as Plat No. 5100, Sheet 2 of 2, among the aforesaid Land Records.

Section 5. "Lot" means and refers to each plot of land shown upon the recorded resubdivision plat of the property as a residential lot. The word "lot" when used herein with reference to common area is the area so designated on the resubdivision plat upon which it appears.

Section 6. "Member" means and refers to every person or entity who holds membership in the Association as provided for in ARTICLE II hereof.

Section 7. "Owner" means and refers to the record owner, whether one or more persons or entities, of a leasehold or fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation or the owner of a redeemable reversion in fee or ground rent.

Section 8. "Declarant" means and refers to Howard Homes Building Co., Inc. (HHBC), its successors and assigns, including any such successor or assignee which acquires title to more than one undeveloped lot either by sale, assignment or foreclosure of any security instrument to which any portion of the property is subject.

Section 9. "The CPRA Declaration" means and refers to the Deed, Agreement and Declaration of Covenants, Easements, Charges and Liens made the 13th day of December, 1966, by and between The Columbia Park and Recreation Association, Inc., and C. Aileen Ames, and recorded among the Land Records of Howard County, Maryland, in Liber 463, folio 158.

Section 10. "Kings Contrivance Village Covenants" means and refers to those covenants, agreements, easements, liens and restrictions as set forth in a certain Deed, Agreement and Declaration dated May 27, 1977, and recorded among the Land Records of Howard County, Maryland, in Liber 825, folio 92, et seq., between The Howard Research and Development Corporation, et al., and Rose Marie Venere.

Section 11. "Fee title" to each residential and common area lot shown on said Plat No. 5100, Sheet 2 of 2, when conveyed by Declarant or assigns shall not extend beyond the specific lot outlines as shown on said plat.

Section 12. The phrase "The Hideaway Community Covenants" or similar terminology, means this instrument.

Section 13. The phrase "Veterans Administration" (VA) or "Federal Housing Administration" (FHA) whenever appearing herein whether separately or jointly shall mean and include each and the other as said agencies approve legal documents, mandated by the U. S. Department of Housing and Urban Development approval for Planned-Unit Developments under FHA Form 1400 and VA Form 26-8200 revised October, 1973, together with any supplements to date.

ARTICLE II

MEMBERSHIP

Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The foregoing does not include any person or entity having such record interest merely as security for the performance of an obligation by another. Ownership of a lot is the sole qualification for membership.

Class A. Class A members shall be all owners with the exception of the Class B members.

Class B. The Class B members shall be the Declarant as above defined and any person, firm or corporation to which the Declarant shall transfer two or more undeveloped lots for the purpose of development.

ARTICLE III

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by ARTICLE II. When more than one person holds such interest in any lot, all such persons shall be members but the vote for such lot shall be apportioned into as many fractions of the whole as there are owners, so that in no event shall more than one full vote be cast with respect to any lot.

Class B. Class B members shall be entitled to three votes for each lot in which they hold the interest required for membership by ARTICLE II.

Conversion. Class B membership shall cease and be converted automatically to Class A membership as to each lot on the happening of the earlier to occur of the following events:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) January 1, 1986.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Member's Easement of Access (Note 3, Plat No. 5099) Every lot is hereby expressly benefitted as the dominant property, with an unrestricted perpetual easement for ingress and egress between said lot and Softwater Way and Summer Park Court; also, all future subdivision residential lots in THC shall be similarly so benefitted by the automatic application and attachment of the terms hereof without any further action required so that each lot shall thereby enjoy a perpetual easement for ingress and egress between such lot and the road area designated on the subdivision plat containing such lot. The easement rights expressed herein shall be paramount to those rights as well as the limitations thereof as are stated in Section 2 of this Article IV.

Section 2. Member's Easement of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common area. Such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to limit from time to time the number of guests which any member may allow to use the common area or any recreational facility which might be established on the common area.

(b) The right of the Association to charge reasonable admission, maintenance and other fees for the use of any recreational facility which might become situated upon the common area.

(c) The right of the Association, in accordance with its Articles and By-Laws, and with the assent of two-thirds (2/3) of the votes of each class of members entitled to vote, computed separately, expressed at a meeting duly called for such purpose at which a quorum is present, to borrow money for the purpose of improving the common area and the facilities and in aid thereof, with the further assent evidenced by two-thirds (2/3) vote of the members of each class entitled to vote, computed separately, to mortgage said common area and the rights of such mortgagee in said common area shall be superior to the general rights of the homeowners hereunder, but, subordinate to such covenants, conditions, restrictions, reservations, liens and charges as are provided for in the CPRA Declaration and the Kings Contrivance Village Covenants as either is supplemented from time to time.

(d) The right of the Association to suspend a member's voting rights and the right to use the recreational facilities (1) for any period during which any assessment against his lot remains unpaid and (2) for a period not to exceed sixty (60) days for any violation of its published rules and regulations.

(e) The right of the Association to dedicate 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 to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been prior executed, acknowledged and recorded, approving such dedication or transfer.

Section 3. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common area to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey the common area to the Association prior to the conveyance by it of any lot within the property to any prospective owner, all as defined in ARTICLE I hereof.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant for each lot owned within the property, hereby covenants, and each owner of any lot by hereafter accepting a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected from time to time as hereinafter provided. However, the assessment for the Declarant for any vacant lot or any lot superimposed with an unoccupied or unsold house thereupon shall be twenty-five percent (25%) of the assessment levied against improved lots of transferee Class A members.

The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation for payment of the person who was the owner of such property at the time when the assessment became due. The personal obligation for payment of past due assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively within The Hideaway Community to maintain and provide common green areas, street and parking facility improvements as necessary, sidewalks, public safety, a street safety lighting system to be installed and maintained by Baltimore Gas & Electric Company, the aesthetic appearance of The Hideaway Community, snow removal, other purposes and functions permitted and sanctioned for exempt organizations under Section 501(c)(3) and (4) of the Internal Revenue Code together with any amendments or supplements thereto and to enforce the terms and provisions of this Declaration.

Section 3. Basis and Maximum of Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the initial and maximum annual assessment for each lot shall be Ninety-six Dollars (\$96.00) annually to be levied and paid (pro rata initially) in advance beginning, as to each lot, with the first day of the month following transfer of record ownership of title to the common area from Declarant to Association.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased by vote of the Board of Directors up to five percent (5%) annually over the assessment of the preceding year, effective January 1 of each year and without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective January 1 of each year above said maximum of 5% for the next succeeding three (3) years and at the end of each such period of three (3) years, for each succeeding period of three (3) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members entitled to vote, computed separately, at a meeting duly called for this purpose, and with prior written notice of the purpose thereof sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors shall fix the annual assessment at an amount not in excess of the maximum permissible.

(d) Until positive action to the contrary is taken by the Board of Directors, the maximum and minimum annual assessment for each lot shall be Ninety-six Dollars (\$96.00) due and payable January 1 of each calendar year in advance for the ensuing twelve (12) month period except as otherwise herein qualified.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement within the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment, when levied, shall contain the terms and method of payment therefor and shall have been previously approved by the assent of two-thirds (2/3) of the votes of each class of members entitled to vote, computed separately, who are voting in person or by proxy at a meeting duly called for this purpose with prior written notice of the purpose thereof sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots except for the special condition for limited duration applicable to the Declarant as noted hereinbefore.

Section 6. Quorum for any Action Authorized Under Section 4 At the first meeting called, as provided for in Section 4 above, the presence at the meeting of members or of proxies entitled to cast seventy percent (70%) of all the votes of each class of membership entitled to vote shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called after proper notice, subject to the notice requirement set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance by Declarant of the Common Area. The first annual assessment of each lot shall be pro rated according to the number of months remaining thereafter in the calendar year and shall be a charge and lien due and payable the year of the assessment at the time of transfer of ownership from the Declarant. Thereafter, all annual assessments shall be levied and become due and payable January 1 of each year. The Board of Directors shall fix the amount of the annual assessment against such lots at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner(s) at the owner's property address as shown on the Association's records and not later than twenty (20) days before the due date of any assessment. The due dates and amounts of all special assessments shall be established by the Board of Directors from time to time.

The Association shall, upon demand in writing by the Owner or his proper representative at any time, furnish an Estoppel Certificate in writing within seven (7) days of such demand signed by an officer of the Association, setting forth the amount of all current or past due assessments on any specific lot and whether or not such have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of every assessment not therein stated to have been unpaid. Failure to furnish said certificate within seven (7) days after proper demand in writing and prior payment of the charge for same, shall be deemed conclusive proof, solely to the party requesting such certificate and those claiming by, through and under him, that same have been paid and shall entitle such party and those claiming by, through and under him to act thereupon for all purposes whatsoever to the peril of the right of the Association to collect any then unpaid assessments or levies for the year(s) at issue as against said party and those claiming by, through and under him.

Section 8. Effect of Nonpayment of Assessments; Remedies of Association. Any assessment which is not paid when due shall be delinquent. If assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, with interest, costs, and reasonable attorney's fees for any such action added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any development, construction, purchase money or other bona fide first mortgage and also, to the lien created in the CPRA Declaration. Sale or transfer of any lot shall not affect any of these community association assessment liens. However, the sale or transfer of any lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such first mortgage or any proceeding or action in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Any personal liability against a delinquent lot owner hereunder is not thereby affected.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this ARTICLE, the general rules of law in the State of Maryland regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair, Weatherproofing and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this ARTICLE shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this ARTICLE, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all such arbitrators and shall be binding for all purposes upon the disputants.

ARTICLE VII

USE RESTRICTIONS

Section 1. Land Use and Building Type. The land in THC shall be developed and used only for those appropriate purposes as permitted and approved under documents referred to in the Statement of Facts and Purposes hereof. The Declarant, however, for itself, its successors and assigns, reserves the right, prior to the transfer of the first lot on each successive resubdivision plat for The Hideaway Community to alter, amend and change on each of said successive plats any part thereof or any part of the entire subdivision plan for The Hideaway Community, if in compliance with the requirements of Howard County, Maryland in which event Declarant shall also advise the FHA or the VA of such action which Agency may then act independently thereon. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family attached dwelling and an architecturally approved outside storage building for use solely by the lot owner. No residence, or any part thereof, nor any out-buildings related thereto, shall be used for any purpose other than as permitted from time to time by the Zoning Laws and Regulations of Howard County, Maryland. Except for those related to real estate sales and construction, no sign, advertisement or message shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in, or from, any residence or residential property. Notwithstanding the foregoing with the prior written consent of Declarant, and subject to existing restrictions of the Village Covenants:

(a) During the construction and/or sales period of THC, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by Declarant on any part of said property and on or in any building or structure now or hereafter erected thereon.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Property owners shall at all times maintain their property and all appurtenances thereto in good repair and with neat appearance. Refuse containers shall be stored or placed on property in inconspicuous and inoffensive areas. Trash, refuse or waste materials shall not be burned and incinerators designed for the burning of trash, garbage or waste materials shall not be placed or operated on the property. No commercial, industrial or recreational (boat or otherwise) vehicle(s) shall be otherwise than temporarily or casually parked in front of or on any residential lot or common area. Flower gardens, shrubs and trees shall be properly maintained and all open lot areas shall be preserved as lawns, kept mowed and not permitted to grow in excess of three (3) inches.

Section 3. Power of Board of Directors. The Board of Directors shall have the power to change, amend, formulate, publish and enforce reasonable rules and regulations for the use and enjoyment of The Hideaway Common Areas.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Common Area. The Association shall have the following duties and obligations in regard to the Common Area to be conveyed to it:

(a) To maintain all such areas in a neat and orderly condition and in keeping with the landscaping, grading and site plans of The Hideaway Community as approved by the Architectural Committee;

(b) To provide all necessary grass mowing, snow removal and other similar needs;

(c) To provide an area for the erection of "postal kiosks" and/or "cluster-boxes" for the deposit of mail and enter into such agreements as may be necessary with appropriate Federal Agencies for the maintenance by the Association of said "postal kiosks" and/or "cluster-boxes", if constructed;

(d) To maintain all non-public ways, parking areas and such portions of public streets, ways or roads as are not publicly maintained for any reason;

(e) To preserve as common area, any lot designated or shown on the Final Subdivision Record Plat as common area and not to convey, except as otherwise herein stated, any such lot nor devote it to any other use than as specified thereon and herein; and

(f) To grant rights-of-way or easements upon and over any portion of the common area for utilities and drainage facilities as well as for ingress and egress from and to public owners.

Section 2. Easement To Assure Preservation of Structure and Premise Appearance. In the performance of its duties and obligations, the Association is hereby granted the right and easement, as necessary and acting always in a reasonable manner, to enter and remain upon any lot and any part of the property to fulfill its obligations.

ARTICLE IX

EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities and for streets, driveways and walkways have been reserved by Declarant as shown on the recorded plat or shall have been established by Declarant, or its successors or assigns, prior to the subjecting of the properties to this Declaration, or may be required by the Association to be granted in the best interests of the Association members; the Association shall have the power and authority, upon a vote of a majority of all members entitled to vote at a duly called meeting, thereafter to grant and establish upon, over and across the common areas, when they shall have been conveyed to the Association, such further easements as are requisite for the convenient use and enjoyment of the property. Within any such easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels.

ARTICLE X

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, 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 twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years. This Declaration or any part thereof may be amended at any time by an appropriate document recorded among the Land Records of Howard County, Maryland. Such document must be executed and acknowledged by the Board of Directors, following the assent and approval thereof by vote of seventy percent (70%) of the members of all classes entitled to vote, computed separately, at a meeting duly called after proper notice for such purpose.

ARTICLE XI

FHA/VA APPROVAL

As long as there is any Class B member, the Association shall not, without the prior written approval of the FHA or VA:

(a) Annex and subject any additional property other than the remainder of Parcel B-1, which may be annexed automatically as previously noted, to the terms and provisions hereof; or

(b) Sell, lease, exchange, convey, transfer, encumber, dedicate or otherwise dispose of the common area; or

(c) merge or consolidate this Association into any other legal entity; or

(d) dissolve this Association; or

(e) amend this Declaration.

ARTICLE XII

PARTIAL SUBORDINATION AND CONSENT OF
BENEFICIARY AND TRUSTEES UNDER DEED OF TRUST

The Trustees, acting solely on behalf of the Beneficiary and as Trustees under the Deed of Trust hereinbefore mentioned, join in the execution hereof solely to consent to the imposition of the terms and provisions of this Declaration and to subordinate the priority of said Deed of Trust thereto, otherwise, in all particulars retaining the priority and terms of the lien of said Deed of Trust on all the land and premises therein described.

WITNESS the hand of Declarant by the signature of its President and the hand of the Beneficiary by its Trustees.

WITNESS:

HOWARD HOMES BUILDING CO., INC.

By: _____
Lee B. Rosenberg, President

WITNESS:

_____ Richard L. Cover, Trustee

_____ Thomas M. Scott, III, Trustee

UNION TRUST COMPANY OF MARYLAND

By: _____
Vice President

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared LEE B. ROSENBERG, known to me to be the person described in the foregoing instrument, who, having been first duly sworn, acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions to be the act of HOWARD HOMES BUILDING CO., INC., by him as President, he having been first authorized and empowered so to act.

WITNESS my hand and Notarial Seal.

_____ Notary Public

My Commission expires: July 1, 1982

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared RICHARD L. COVER, Trustee, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he having been first authorized so to do, executed the same in the capacities therein stated and for the purposes therein contained.

WITNESS my hand and Notarial Seal.

_____ Notary Public

My Commission expires: July 1, 1982

STATE OF MARYLAND, COUNTY OF

, TO WIT:

I HEREBY CERTIFY that on this day of , 1981,
before me, the subscriber, a Notary Public of the State aforesaid,
personally appeared THOMAS M. SCOTT, III, Trustee, known to me (or
satisfactorily proven) to be the person described in the foregoing
instrument, and acknowledged that he having been first authorized
so to do, executed the same in the capacities therein stated and
for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: July 1, 1982

STATE OF MARYLAND, COUNTY OF

, TO WIT:

I HEREBY CERTIFY that on this day of , 1981,
before me, the subscriber, a Notary Public of the State aforesaid,
personally appeared Vice President of
UNION TRUST COMPANY OF MARYLAND, known to me to be the person
described in the foregoing instrument, and acknowledged that he
having been first authorized so to do, executed the same in the
capacities therein stated and for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: July 1, 1982

DECLARATION OF PARTY WALL AND EASEMENT RIGHTS

(The Hideaway Community in the Village of Kings Contrivance)

THIS Declaration of Party Wall and Easement Rights for The Hideaway Community in the Village of Kings Contrivance is made this _____ day of _____, 1982, by HOWARD HOMES BUILDING CO., INC., a Maryland corporation (hereinafter sometimes referred to as "Howard").

STATEMENT

1. Howard is the owner in fee simple of the hereinafter described property:

All those certain fifty-six (56) residential townhouse lots being shown and designated as Lots Nos. B-2 through B-57, each inclusive, on the plat titled,

"Columbia
Village of Kings Contrivance
Section 3 Area 1
Lots B-2 thru B-59
A Resubdivision of a Portion
of Parcel 'B-1'"

which plat is duly recorded among the Land Records of Howard County, Maryland as Plat No. 5100, Sheet 2 of 2.

2. Howard proposes to become the owner in fee simple of the additional hereinafter described property and only if and as Howard does become owner of public record of any such property, the terms and provisions hereof shall apply equally to all such property so acquired as part of the common scheme of development for The Hideaway townhouse community in the Village of Kings Contrivance in Columbia, Maryland, viz:

All or any part of the remaining residential property as shown on any future resubdivision plat later subdivided as residential townhouse lots and as part of original Parcel "B-1" as delineated on Plat No. 4825 and to be later duly recorded among the Land Records of Howard County, Maryland.

3. Howard intends to erect upon said residential lots in The Hideaway community single family attached townhouses each of which will be attached to an adjoining structure(s) by a wall(s) which shall be for the joint benefit of the owners of said adjoining structures so attached.

4. Howard establishes hereby that the wall to which any two adjoining structures is attached is a Party Wall and further that the rights and obligations of the owners of said adjoining structures so attached to said Party Wall shall be joint as between said owners.

5. Howard hereby creates easement(s) upon each and every lot which has erected upon it a structure that does not extend to a height as great as that of the wall of the structure or structures to which it is attached. The easements hereby created extend for the length of the common side of lot lines between adjoining owners and are four (4) feet in width measured from the common side lot line into the lot upon which the structure of lower height is erected. The sole purpose of the easements hereby created,

with enjoyment thereof specifically so restricted, is to provide the owner of each lot upon which is erected a structure of greater elevation or height than that of its abutting structure or structures with a means of access enabling said owner at reasonable times and after prior notice in writing to the owner of the servient estate hereunder, to perform at reasonable times necessary work for the maintenance and repair of that portion of his structure which extends upwards beyond the structure to which it abuts and to which no other safe and reasonable access exists. The owner of the lot and structure benefitted by this easement shall be liable for any damage to the abutting structure or the lot upon which it is erected occasioned by the said maintenance or repair work performed by him or his agents acting hereunder.

6. If a Party Wall is extended as the exposed wall of only one of adjoining structures, such extension, whether constructed of the same or a different thickness than the remainder of said Party Wall, shall be treated for all structural and legal purposes the same as the remainder of said Party Wall, with a permanent joint reciprocal easement created over, upon and under so much of each adjoining lot as supports any part of said Party Wall so extended.

7. If any portion of a Party Wall being used jointly by two abutting owners is damaged by any cause other than the sole action or negligence of either owner or those for whom he is responsible, the same shall be repaired or rebuilt at their joint proportionate expense and either party may seek enforcement or satisfaction hereunder by appropriate court proceedings.

THIS DECLARATION SHALL RUN WITH AND BIND THE LOTS HEREINABOVE DESCRIBED AS SAME ARE TRANSFERRED BY DEED OF CONVEYANCE FROM HOWARD OR OTHERS CLAIMING BY OR THROUGH HOWARD.

WITNESS the due execution hereof as of the date first written.

WITNESS:

HOWARD HOMES BUILDING CO., INC.

By: _____

Lee B. Rosenberg, President

STATE OF MARYLAND, COUNTY OF _____

TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared LEE B. ROSENBERG, President of Howard Homes Building Co., Inc., a corporation of the State of Maryland, and that he, as President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President, and acknowledged the same to be the act and deed of said Corporation.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: July 1, 1982

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE HIDEAWAY COMMUNITY IN THE VILLAGE OF KINGS CONTRIVANCE
(Columbia, Maryland)

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE HIDEAWAY COMMUNITY IN THE VILLAGE OF KINGS CONTRIVANCE ("Declaration") is made this 8th day of July, 1982, effective 8th July, 1982, by HOWARD HOWES BUILDING CO., INC. ("Declarant"), a Maryland corporation in good standing, having its principal office in Columbia, Maryland, and RICHARD L. COVER and THOMAS M. SCOTT, III, ("Trustees") and UNION TRUST COMPANY OF MARYLAND, ("Beneficiary") under that certain Deed of Trust dated MAY 10, 1982, and recorded among the Land Records of Howard County, Maryland in Liber 1101 folio 38, et seq.

POSTAGE .50
RECORD FEE 44.00
314 #
BOTTSP D229 REC 111488
MAY 19 1982

STATEMENT OF FACTS AND PURPOSES

This Statement of Facts and Purposes, preliminary and background in nature, is not merely prefatory, but rather, expressly made a part of this Declaration. The terms and provisions of this Declaration shall be binding upon both the Association (Paragraph D., infra) and all the residents from time to time in The Hideaway Community (THC) area, located in the Village of Kings Contrivance (VKC) in Columbia, Howard County, Maryland (THC-VKC).

A. The Village of Kings Contrivance

VKC is part of the city of Columbia. Declarant is owner in fee simple of certain property which is to be developed as the first section of THC, a part of VKC. The property is zoned and classified New Town and together with a larger area is to become known as THC and is subject to the terms and provisions of that certain Amended Final Development Plan (FDP), Phase No. 169-A-III Part 1, titled,

"Village of Kings Contrivance"
Section 3 Area 1"
Columbia
Amended
FDP Phase 169-A-III Part 1

recorded among the Land Records of Howard County, Maryland, as Plats Nos. 3054A382 through 3054A396, respectively.

Also, the property is part of a recorded subdivision area of VKC, which is recorded as Plat No. 4825, titled,

"Columbia
Village of Kings Contrivance
Section 3 Area 1"
Parcels B-1 and D-1
Lot 302
A Resubdivision of Parcels B and D
and Lot 285
Sheet 2 of 2

and which total larger of Parcel "B-1" is 14.239 acres or 620,421 square feet as shown thereon.

B. The Hideaway Community in the Village of Kings Contrivance.

Parcel "B-1" is to be resubdivided as The Hideaway Community Townhouse area, the first plats of which are recorded among the Land Records of Howard County, Maryland, as Plats Nos. 5099 and 5100, Sheets 1 and 2 of 2, and is the "Property" as defined herein and in Article I, Section 2 hereof and as recorded is titled,

"Columbia
Village of Kings Contrivance
Section 3 Area 1"
Lots B-2 through B-59
A Resubdivision
Of A Portion Of Parcel B-1

Plat No. 5100, Sheet 2 of 2, recorded December 30, 1981, contains the beds of Softwater Way and Summer Park Court, certain easement areas, is the first THC townhouse area resubdivision plat and contains the perimeter outline of the property laid out thereon by metes and bounds description, together with individual lot designation by letter and number. It contains in all, fifty-six (56) residential lots designated B-2 through B-57, each inclusive, and, two (2) common area lots designated B-58 and B-59. Each lot on Plat No. 5100, Sheet 2 of 2, carries separate locational and dimensional data for more distinctive identification.

C. Annexation.

Additional parts of Parcel "B-1", to be shown on future resubdivision plats to be recorded as aforesaid, may be acquired hereafter in fee simple ownership by Declarant. If so acquired by Declarant on or before January 1, 1986, and developed in accordance with the present general plan of development for the city of Columbia, Maryland, the VKC therein and The Hideaway Community located therein, each of which development concepts has been approved prior hereto by the Federal Housing Administration (FHA) or the Veterans Administration (VA), such after-acquired property will be subject to automatic annexation by the Association and to the terms of this Declaration by action of Declarant without the prior consent of the members of the Association or any other action required to effect such Annexation. But if otherwise acquired by Declarant, or others at anytime, detailed plans for such land to be so developed and annexed must be submitted to said federal Agencies for approval. Annexation of additional parts of Parcel "B-1" as recorded among appropriate subdivision plats in said Land Records shall become legally effective and binding for all purposes upon the proper execution and recordation of a Deed of conveyance from Declarant to Association of the common area lots to be shown on any future resubdivision plats of such area.

D. Partial Development Plan.

Declarant deems it to be in the best interests of future homeowners of the residential lots in The Hideaway Community to establish a community identity, similar to other townhouse areas existing in Columbia, with an association to be formed and incorporated as The Hideaway Community Association, Inc. ("Association"), a new Maryland corporation. This shall be a Maryland nonprofit corporation organized to operate exclusively for civic, social, recreational, community, and related public purposes and to take ownership and possession of and provide for the maintenance and preservation of certain open space or common areas described and designated herein and elsewhere as property to be utilized impartially and equitably for the good of all future homeowners of said lots, and which corporation shall have the obligation and duty to administer and enforce the provisions of this Declaration to effect these aims.

The Property is or will be subject to the legal operation and effect of each of the following specific documents recorded or intended to be recorded among the Land Records of Howard County, Maryland prior to or simultaneously with the recordation of this Declaration:

1. Subject to the terms, provisions, conditions, restrictions and charges affecting the Village of Kings Contrivance as originally created in document titled "Kings Contrivance Village Covenants Deed, Agreement and Declaration:" dated May 27, 1977 and recorded among the Land Records of Howard County, Maryland in Liber 825 folio 92, et seq., between The Howard Research and Development Corporation ("HRD") and Rose Marie Venere, and as supplemented by document titled Declaration of Annexation dated December 31, 1981 and recorded as aforesaid in Liber 1085 folio 327, et seq. between HRD and 95-32 Corporation ("95-32"), both Maryland corporations.
2. Subject to the terms, provisions, conditions, restrictions and charges contained in a Deed, Agreement and Declaration dated December 13, 1966 and recorded as aforesaid in Liber 463 folio 158 between The Columbia Park and Recreation Association, Inc., a Maryland non-profit membership corporation, and C. Aileen Ames (the CPRA lien); as supplemented by Agreement and Declaration of Annexation dated December 31, 1981 and recorded as aforesaid in Liber 1085 folio 324 between The Columbia Park and Recreation Association, Inc., The Howard Research and Development Corporation and 95-32 Corporation.
3. Final Development Plan (FDP) Phase No. 169-A-III Part 1, recorded as Plats Nos. 3054A382 through 3054A396, each inclusive, among said Land Records as stated hereinabove and which establishes all final Zoning and Use criteria for the subject property;
4. Final Record Subdivision Plat (FRP) No. 4825, titled "Columbia, Village of Kings Contrivance, Section 3, Area 1, Parcels B-1 and D-1 Lot 302 A Resubdivision of Parcels B and D and Lot 285 Sheet 2 of 2".
5. Final Record Resubdivision Plats (FRP) Nos. 5099 and 5100, Sheets 1 and 2 of 2, titled "Columbia, Village of Kings Contrivance, Section 3, Area 1, Lots B-2 to B-59, A Resubdivision of a Portion of Parcel 'B-1'" (Part of The Hidesway Community Townhouse Area) together with all other resubdivision plats of The Hidesway Community Townhouse Area to be similarly recorded.
6. Declaration of Party Wall and Easement Rights dated July 8, 1982 and recorded among said Land Records in Liber 1109, folio 366, et seq. and as may be supplemented.

Lots Nos. B-58 and B-59 on said Plat No. 5100, Sheet 2 of 2, are unimproved lots which are set aside by Declarant to be the common areas for all homeowners and other authorized users and upon parts of which common area parking of vehicles for homeowners and other authorized persons is planned and permitted. The surface of all parking areas will be initially graded and paved by the Declarant and thereafter be maintained by the Association. It is intended that all common area lots on subsequently recorded resubdivision plats in TBC shall be similarly benefitted and burdened.

Certain of the aforesaid community parking areas may extend into a part of the beds of Softwater Way, and Summer Park Court, as shown on Plat No. 5100, Sheet 2 of 2. After all parking areas have been graded and paved by Declarant, Howard County, Maryland has an option to acquire fee simple title to the beds of said streets as shown on Plat No. 5100, Sheet 2 of 2.

Any part of said paved parking area as lies within the beds of said streets will be owned in fee simple by the Declarant during initial construction, then offered by fee simple conveyance to Howard County, Maryland. This conveyance may be accepted by said Howard County, Maryland, without any obligation to maintain such parking area as a public responsibility and with the specific continuing obligation to be assumed and accepted by Association to maintain same. Any access roads on subsequent recorded resubdivision plats in THC shall be similarly benefitted and burdened.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above on Plat No. 5100, Sheet 2 of 2, or subsequently annexed and subject hereto, shall be held, sold and conveyed, subject to the aforementioned and following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of The Hideaway Community. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding upon and enure to the benefit of all parties having or acquiring any right, title or interest in THC.

ARTICLE I

DEFINITIONS

Section 1. "Association" means and refers to THE HIDEAWAY COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "Property" means and refers to that certain real property described hereinbefore in the Statement of Facts and Purposes, paragraph B.

Section 3. "Annexation Property" means and refers to parts of Parcel "B-I" described hereinbefore in the Statement of Facts and Purposes, paragraph C, which property, as hereinbefore stated, may become subject to the terms of this Declaration, without the prior consent of the members of the Association. Such annexation may be effected and conditioned only as stated in said paragraph C.

Section 3A. "Other Annexation Property" means and refers to any real property designated by the owners thereof by appropriate instrument in writing duly executed and recorded among the Land Records of Howard County, Maryland, to become and be subject to the legal operation and effect of this Declaration PROVIDED always such annexation shall only be binding and effective if approved by a two-thirds (2/3) vote of each class of the members entitled to vote of the Association at a meeting duly called to act upon such proposal and subject always to the prior approval of the Federal Housing Administration or Veterans Administration if any Class B membership (hereinafter defined) is outstanding.

Section 3B. Unless otherwise herein specifically stated, all references to "Annexation Property" shall include "Other Annexation Property" and vice versa.

Section 4. "Common Area" means and refers to any and all areas of land so designated on the recorded resubdivision plat of the Property or on the recorded resubdivision plat containing any Annexation Property and as set aside and intended for the common use and enjoyment of the owners of lots.

The common area to be owned by the Association at the time of the conveyance of the first lot is further delineated as follows:

BEING Lots Nos. B-58 and B-59 as shown on the subdivision plat recorded as Plat No. 5100, Sheet 2 of 2, among the aforesaid Land Records.

Section 5. "Lot" means and refers to each plot of land shown upon the recorded resubdivision plat of the property as a residential lot. The word "lot" when used herein with reference to common area is the area so designated on the resubdivision plat upon which it appears.

Section 6. "Member" means and refers to every person or entity who holds membership in the Association as provided for in ARTICLE II hereof.

Section 7. "Owner" means and refers to the record owner, whether one or more persons or entities, of a leasehold or fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation or the owner of a redeemable reversion in fee or ground rent.

Section 8. "Declarant" means and refers to Howard Homes Building Co., Inc. (HHBC), its successors and assigns, including any such successor or assignee which acquires title to more than one undeveloped lot either by sale, assignment or foreclosure of any security instrument to which any portion of the property is subject.

Section 9. "The CPRA Declaration" means and refers to the Deed, Agreement and Declaration of Covenants, Easements, Charges and Liens made the 13th day of December, 1966, by and between The Columbia Park and Recreation Association, Inc., and C. Aileen Ames, and recorded among the Land Records of Howard County, Maryland, in Liber 463, folio 158.

Section 10. "Kings Contrivance Village Covenants" means and refers to those covenants, agreements, easements, liens and restrictions as set forth in a certain Deed, Agreement and Declaration dated May 27, 1977, and recorded among the Land Records of Howard County, Maryland, in Liber 825, folio 92, et seq., between The Howard Research and Development Corporation, et al., and Rose Marie Venere.

Section 11. "Fee title" to each residential and common area lot shown on said Plat No. 5100, Sheet 2 of 2, when conveyed by Declarant or assigns shall not extend beyond the specific lot outlines as shown on said plat.

Section 12. The phrase "The Hideaway Community Covenants" or similar terminology, means this instrument.

Section 13. The phrase "Veterans Administration" (VA) or "Federal Housing Administration" (FHA) whenever appearing herein whether separately or jointly shall mean and include each and the other as said agencies approve legal documents, mandated by the U. S. Department of Housing and Urban Development approval for Planned-Unit Developments under FHA Form 1400 and VA Form 26-8200 revised October, 1973, together with any supplements to date.

ARTICLE II

MEMBERSHIP

Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The foregoing does not include any person or entity having such record interest merely as security for the performance of an obligation by another. Ownership of a lot is the sole qualification for membership.

Class A. Class A members shall be all owners with the exception of the Class B members.

Class B. The Class B members shall be the Declarant as above defined and any person, firm or corporation to which the Declarant shall transfer two or more undeveloped lots for the purpose of development.

ARTICLE III

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by ARTICLE II. When more than one person holds such interest in any lot, all such persons shall be members but the vote for such lot shall be apportioned into as many fractions of the whole as there are owners, so that in no event shall more than one full vote be cast with respect to any lot.

Class B. Class B members shall be entitled to three votes for each lot in which they hold the interest required for membership by ARTICLE II.

Conversion. Class B membership shall cease and be converted automatically to Class A membership as to each lot on the happening of the earlier to occur of the following events:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) January 1, 1986.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Member's Easement of Access (Note 3, Plat No. 5099) Every lot is hereby expressly benefitted as the dominant property, with an unrestricted perpetual easement for ingress and egress between said lot and Softwater Way and Summer Park Court; also, all future resubdivision residential lots in TBC shall be similarly so benefitted by the automatic application and attachment of the terms hereof without any further action required so that each lot shall thereby enjoy a perpetual easement for ingress and egress between such lot and the road area designated on the resubdivision plat containing such lot. The easement rights expressed herein shall be paramount to those rights as well as the limitations thereof as are stated in Section 2 of this Article IV.

Section 2. Member's Easement of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common area. Such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to limit from time to time the number of guests which any member may allow to use the common area or any recreational facility which might be established on the common area.
- (b) The right of the Association to charge reasonable admission, maintenance and other fees for the use of any recreational facility which might become situated upon the common area.
- (c) The right of the Association, in accordance with its Articles and By-Laws, and with the assent of two-thirds (2/3) of the votes of each class of members entitled to vote, computed separately, expressed at a meeting duly called for such purpose at which a quorum is present, to borrow money for the purpose of improving the common area and the facilities and in aid thereof, with the further assent evidenced by two-thirds (2/3) vote of the members of each class entitled to vote, computed separately, to mortgage said common area and the rights of such mortgages in said common area shall be superior to the general rights of the homeowners hereunder, but, subordinate to such covenants, conditions, restrictions, reservations, liens and charges as are provided for in the CPRA Declaration and the Kings Contrivance Village Covenants as either is supplemented from time to time.

(d) The right of the Association to suspend a member's voting rights and the right to use the recreational facilities (1) for any period during which any assessment against his lot remains unpaid, and (2) for a period not to exceed sixty (60) days for any violation of its published rules and regulations.

(e) The right of the Association to dedicate 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 to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the vote of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been prior executed, acknowledged and recorded, approving such dedication or transfer.

Section 3. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common area to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey the common area to the Association prior to the conveyance by it of any lot within the property to any prospective owner, all as defined in ARTICLE I hereof.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant for each lot owned within the property, hereby covenants, and each owner of any lot by hereafter accepting a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected from time to time as hereinafter provided. However, the assessment for the Declarant for any vacant lot or any lot superimposed with an unoccupied or unsold house thereupon shall be twenty-five percent (25%) of the assessment levied against improved lots of transferees Class A members.

The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation for payment of the person who was the owner of such property at the time when the assessment became due. The personal obligation for payment of past-due assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively within The Hideaway Community to maintain and provide common green areas, street and parking facility improvements as necessary, sidewalks, public safety, a street safety lighting system to be installed and maintained by Baltimore Gas & Electric Company, the aesthetic appearance of The Hideaway Community, snow removal, other purposes and functions permitted and sanctioned for exempt organizations under Section 501(c)(3) and (4) of the Internal Revenue Code together with any amendments or supplements thereto and to enforce the terms and provisions of this Declaration.

Section 3. Basis and Maximum of Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the initial and maximum annual assessment for each lot shall be Ninety-six Dollars (\$96.00) annually to be levied and paid (pro rata initially) in advance beginning, as to each lot, with the first day of the month following transfer of record ownership of title to the common area from Declarant to Association.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased by vote of the Board of Directors up to five percent (5%) annually over the assessment of the preceding year, effective January 1 of each year and without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective January 1 of each year above said maximum of 5% for the next succeeding three (3) years and at the end of each such period of three (3) years, for each succeeding period of three (3) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members entitled to vote, computed separately, at a meeting duly called for this purpose, and with prior written notice of the purpose thereof sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors shall fix the annual assessment at an amount not in excess of the maximum permissible.

(d) Until positive action to the contrary is taken by the Board of Directors, the maximum and minimum annual assessment for each lot shall be Ninety-six Dollars (\$96.00) due and payable January 1 of each calendar year in advance for the ensuing twelve (12) month period except as otherwise herein qualified.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement within the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment, when levied, shall contain the terms and method of payment therefor and shall have been previously approved by the assent of two-thirds (2/3) of the votes of each class of members entitled to vote, computed separately, who are voting in person or by proxy at a meeting duly called for this purpose with prior written notice of the purpose thereof sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots except for the special condition for limited duration applicable to the Declarant as noted hereinbefore.

Section 6. Quorum for any Action Authorized Under Section 4 At the first meeting called, as provided for in Section 4 above, the presence at the meeting of members or of proxies entitled to cast seventy percent (70%) of all the votes of each class of membership entitled to vote shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called after proper notice, subject to the notice requirement set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance by Declarant of the Common Area. The first annual assessment of each lot shall be pro rated according to the number of months remaining thereafter in the calendar year and shall be a charge and lien due and payable the year of the assessment at the time of transfer of ownership from the Declarant. Thereafter, all annual assessments shall be levied and become due and payable January 1 of each year. The Board of Directors shall fix the amount of the annual assessment against such lots at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner(s) at the owner's property address as shown on the Association's records and not later than twenty (20) days before the due date of any assessment. The due dates and amounts of all special assessments shall be established by the Board of Directors from time to time.

The Association shall, upon demand in writing by the Owner or his proper representative at any time, furnish an Estoppel Certificate in writing within seven (7) days of such demand signed by an officer of the Association, setting forth the amount of all current or past due assessments on any specific lot and whether or not such have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of every assessment not therein stated to have been unpaid. Failure to furnish said certificate within seven (7) days after proper demand in writing and prior payment of the charge for same, shall be deemed conclusive proof, solely to the party requesting such certificate and those claiming by, through and under him, that same have been paid and shall entitle such party and those claiming by, through and under him to act thereupon for all purposes whatsoever to the peril of the right of the Association to collect any then unpaid assessments or levies for the year(s) at issue as against said party and those claiming by, through and under him.

Section 8. Effect of Nonpayment of Assessments; Remedies of Association. Any assessment which is not paid when due shall be delinquent. If assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, with interest, costs, and reasonable attorney's fees for any such action added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any development, construction, purchase money or other bona fide first mortgage and also, to the lien created in the CPRA Declaration. Sale or transfer of any lot shall not affect any of these community association assessment liens. However, the sale or transfer of any lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such first mortgage or any proceeding or action in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Any personal liability against a delinquent lot owner hereunder is not thereby affected.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this ARTICLE, the general rules of law in the State of Maryland regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair, Weatherproofing and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this ARTICLE shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this ARTICLE, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all such arbitrators and shall be binding for all purposes upon the disputants.

ARTICLE VII

USE RESTRICTIONS

Section 1. Land Use and Building Type. The land in TBC shall be developed and used only for those appropriate purposes as permitted and approved under documents referred to in the Statement of Facts and Purposes hereof. The Declarant, however, for itself, its successors and assigns, reserves the right, prior to the transfer of the first lot on each successive resubdivision plat for The Hideaway Community to alter, amend and change on each of said successive plats any part thereof or any part of the entire subdivision plan for The Hideaway Community, if in compliance with the requirements of Howard County, Maryland in which event Declarant shall also advise the FEA or the VA of such action which Agency may then act independently thereon. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family attached dwelling and an architecturally approved outside storage building for use solely by the lot owner. No residence, or any part thereof, nor any out-buildings related thereto, shall be used for any purpose other than as permitted from time to time by the Zoning Laws and Regulations of Howard County, Maryland. Except for those related to real estate sales and construction, no sign, advertisement or message shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in, or from, any residence or residential property. Notwithstanding the foregoing with the prior written consent of Declarant, and subject to existing restrictions of the Village Covenants:

(a) During the construction and/or sales period of THC, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by Declarant on any part of said property and on or in any building or structure now or hereafter erected thereon.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Property owners shall at all times maintain their property and all appurtenances thereto in good repair and with neat appearance. Refuse containers shall be stored or placed on property in inconspicuous and inoffensive areas. Trash, refuse or waste materials shall not be burned and incinerators designed for the burning of trash, garbage or waste materials shall not be placed or operated on the property. No commercial, industrial or recreational (boat or otherwise) vehicle(s) shall be otherwise than temporarily or casually parked in front of or on any residential lot or common area. Flower gardens, shrubs and trees shall be properly maintained and all open lot areas shall be preserved as lawns, kept mowed and not permitted to grow in excess of three (3) inches.

Section 3. Power of Board of Directors. The Board of Directors shall have the power to change, amend, formulate, publish and enforce reasonable rules and regulations for the use and enjoyment of The Hideaway Common Areas.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Common Area. The Association shall have the following duties and obligations in regard to the Common Area to be conveyed to it:

(a) To maintain all such areas in a neat and orderly condition and in keeping with the landscaping, grading and site plans of The Hideaway Community as approved by the Architectural Committee;

(b) To provide all necessary grass mowing, snow removal and other similar needs;

(c) To provide an area for the erection of "postal kiosks" and/or "cluster-boxes" for the deposit of mail and enter into such agreements as may be necessary with appropriate Federal Agencies for the maintenance by the Association of said "postal kiosks" and/or "cluster-boxes", if constructed;

(d) To maintain all non-public ways, parking areas and such portions of public streets, ways or roads as are not publicly maintained for any reason;

(e) To preserve as common area, any lot designated or shown on the Final Subdivision Record Plat as common area and not to convey, except as otherwise herein stated, any such lot nor devote it to any other use than as specified thereon and herein; and

(f) To grant rights-of-way or easements upon and over any portion of the common area for utilities and drainage facilities as well as for ingress and egress from and to public owners.

Section 2. Easement To Assure Preservation of Structure and Premise Appearance. In the performance of its duties and obligations, the Association is hereby granted the right and easement, as necessary and acting always in a reasonable manner, to enter and remain upon any lot and any part of the property to fulfill its obligations.

ARTICLE IX

EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities and for streets, driveways and walkways have been reserved by Declarant as shown on the recorded plat or shall have been established by Declarant, or its successors or assigns, prior to the subjecting of the properties to this Declaration, or may be required by the Association to be granted in the best interests of the Association members; the Association shall have the power and authority, upon a vote of a majority of all members entitled to vote at a duly called meeting, hereafter to grant and establish upon, over and across the common areas, when they shall have been conveyed to the Association, such further easements as are requisite for the convenient use and enjoyment of the property. Within any such easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels.

ARTICLE X

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, 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 twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years. This Declaration or any part thereof may be amended at any time by an appropriate document recorded among the Land Records of Howard County, Maryland. Such document must be executed and acknowledged by the Board of Directors, following the assent and approval thereof by vote of seventy percent (70%) of the members of all classes entitled to vote, computed separately, at a meeting duly called after proper notice for such purpose.

ARTICLE XI

FHA/VA APPROVAL

As long as there is any Class B member, the Association shall not, without the prior written approval of the FHA or VA:

(a) Annex and subject any additional property other than the remainder of Parcel B-1, which may be annexed automatically as previously noted, to the terms and provisions hereof; or

(b) Sell, lease, exchange, convey, transfer, encumber, dedicate or otherwise dispose of the common area; or

(c) Merge or consolidate this Association into any other legal entity; or

- (d) dissolve this Association; or
- (e) amend this Declaration.

ARTICLE XII

PARTIAL SUBORDINATION AND CONSENT OF BENEFICIARY AND TRUSTEES UNDER DEED OF TRUST

The Trustees, acting solely on behalf of the Beneficiary and as Trustees under the Deed of Trust herebefore mentioned, join in the execution hereof solely to consent to the imposition of the terms and provisions of this Declaration and to subordinate the priority of said Deed of Trust thereto, otherwise, in all particulars retaining the priority and terms of the lien of said Deed of Trust on all the land and premises therein described.

WITNESS the hand of Declarant by the signature of its President and the hand of the Beneficiary by its Trustees.

WITNESS:

[Signature]
[Signature]

HOWARD HOMES BUILDING CO., INC.

BY: [Signature]
Lee B. Rosenberg, President

Richard L. Cover, Trustee

Thomas M. Scott, III, Trustee

WITNESS:

[Signature]

UNION TRUST COMPANY OF MARYLAND

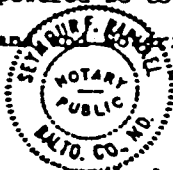
[Signature]

BY: [Signature]
Vice President

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 2nd day of July, 1982, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared LEE B. ROSENBERG, known to me to be the person described in the foregoing instrument, who, having been first duly sworn, acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions to be the act of HOWARD HOMES BUILDING CO., INC., by him as President, he having been first authorized and empowered so to act.

WITNESS my hand and Notarial Seal.



[Signature]
Notary Public

My Commission expires July 1, 1982

STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 2nd day of July, 1982, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared RICHARD L. COVER, Trustee, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he having been first authorized so to do, executed the same in the capacities therein stated and for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission expires: July 1, 1982

Law Office of J. Elmer Bolenett Towson, Maryland

1109 MAR 380

July
STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 2nd day of July, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared THOMAS M. SCOTT, III, Trustee, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he having been first authorized so to do, executed the same in the capacities therein stated and for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Laurel H. [Signature]
Notary Public

My Commission expires July 1, 1981

July
STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 3rd day of July, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared *Charles T. Palmer*, Vice President of UNION TRUST COMPANY OF MARYLAND, known to me to be the person described in the foregoing instrument, and acknowledged that he having been first authorized so to do, executed the same in the capacities therein stated and for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Laurel H. [Signature]
Notary Public

My Commission expires: July 1, 1981

Laurel H.
Law Office of
J. Einar Gulhaugen
Towson, Maryland

ARTICLE OF INCORPORATION
OF
THE STRAWAY COMMUNITY ASSOCIATION, INC.

Take
file
with
of in

approved and received for record by the State Department of Assessments and Taxation,
Maryland April 19, 1984 at 9:59 o'clock A.M. in Baltimore
with law and ordered recorded.

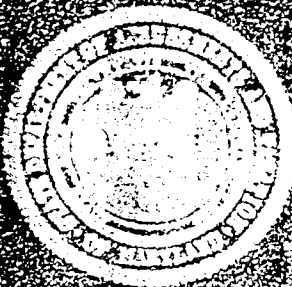
Recorded in Liber 3636 one of the Charter Records of the State
Department of Assessments and Taxation of Maryland.

Bonus tax paid \$ 20.00 Recording fee paid \$ 20.00 Special Fee paid \$

To the clerk of the Circuit Court of Howard County

IT IS HEREBY CERTIFIED that the within instrument, together with all indorsements thereon, has
been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.



A-125339

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