

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
BRIMFIELD HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by Woodhaven Building & Development, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Fifth District, County of Carroll, State of Maryland, which is more particularly described as:

SEE EXHIBIT "A" ATTACHED

SAVINGS AND EXCEPTING the beds of all public roads, rights-of-way and easements of record notwithstanding the fact that actual transfer of title to said roads may not have occurred at the time of recordation of this Declaration.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Brimfield Homeowners Association, Inc., its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

SEE EXHIBIT "B" ATTACHED

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Woodhaven Building & Development, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

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

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

(c) the right of the Association to dedicate or transfer all or any part of the 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 agreeing to such

dedication or transfer signed by 2/3rds of each class of members has been recorded.

Any such dedication or transfer shall be subject to the approval of Carroll County, Maryland for County requirements.

Section 2. Delegation of Use. Any owner may delegate, in accordance with

the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, \_\_\_\_\_, 19 88.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Notwithstanding the above, Declarant shall pay 25% of the assessment levied pursuant to this Article for lots which it owns within the properties from and after the date of conveyance of the first lot described in Exhibit "A" and all subsequent lots which may hereafter be brought within the jurisdiction of the Association.  
Rev. October 1973

The annual and special assessments, together with interest, costs, and reasonable attorney's fees/ shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \_\_\_\_\_ dollars (\$ ) per Lot.

(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 each year not more than 5% above the maximum assessment for the previous year 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 above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

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

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in

lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL STANDARDS

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS

Section 1. - Residential Use. All lots and homes shall be used for residential purposes exclusively except for such temporary nonresidential uses as may be permitted by the Board of Directors from time to time. Nothing in this Section, or herein elsewhere, shall be construed to prohibit the Declarant from using homes which it owns or leases for promotional or sales purposes or display as "Model Homes" or from leasing any home or homes which it owns.

Section 2. - Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the common area or within any home in the properties nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Owners.

(b) There shall be no obstruction of any common area, except as herein provided. Nothing shall be stored upon the common area, except as herein provided, without the approval of the Board of Directors. Vehicular parking upon the common

area may be regulated by the Board of Directors.

(c) Nothing shall be done or maintained upon the common area which will increase the rate of insurance on the common area or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained on the common area which would be in violation of any law. No waste shall be committed upon the common area.

(d) No structural alteration, construction, addition or removal of the common area or facilities shall be commenced or conducted except in strict accordance with the provisions thereof.

(e) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any home, or upon the common area, except that this shall not prohibit the keeping of two dogs, two cats and/or caged birds as domestic pets; provided that they are not kept, bred or maintained for commercial purposes; and provided further that the keeping of such dogs, cats and/or caged birds will not constitute such type of noxious or offensive activity as covered in subsection (a) of this Section. All dogs must be kept inside their respective Owner's home or enclosed yard and may be walked on the common area, only on a leash.

(f) Except for such signs as may be posted by the Declarant for promotional purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any home or the common area; provided, however, that one temporary real estate sign of customary and reasonable dimensions may be displayed upon, in or from any home placed upon the market for sale or rent. The provisions of this subsection shall not be applicable to the holder of any Deed of Trust or mortgage in the process of enforcing his lien by foreclosure. One professional sign of a doctor, dentist, lawyer or certified public accountant is permitted so long as it is no more than one (1) foot by one (1) foot and is located on the inside of the window of a home.

(g) Except as herein elsewhere provided, no junk vehicle, or other vehicle, on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon the common area or any lot, nor shall the repair or extraordinary maintenance of automobiles, or other vehicles, be carried out thereon except as may be provided by the Board of Directors.

(h) No part of the common area shall be used for commercial activities of any character. This subsection shall not apply to the use of homes by the Declarant for display, promotional or sales purposes.

(i) No burning of any trash, and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, except by Declarant, or trash of any other kind shall be permitted on any lot or upon the common area. Trash and garbage containers shall not be permitted to remain in public view, except as provided by the Board of Directors.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon the common area at any time except by Declarant. Outdoor clothes dryers or clothes lines shall not be maintained upon any lot except as provided by the Board of Directors.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any home without the prior written consent of the Board of Directors and in no event shall such aerial or antenna be located so as to extend upward above the highest point of the home to which it is attached. No aerial or antenna shall be placed on the outside of any home except on the rear building wall of said home.

(l) Decks, porches, patios and platforms shall be maintained in a neat, safe and orderly manner.

(m) The owner of each home shall have the right to store firewood on the deck or patio provided that such wood is kept in a covered wood storage box stained to match the deck.

(n) The rear deck or patio of each home may be equipped with an awning for protection from the elements, which awning may also have side panels for privacy. All awnings must be approved by the Architectural Standards Committee as hereinafter provided.

(o) Between 11:00 p.m. and 9:00 a.m., there shall be no loud or unusual noises; and musical instruments, radios, televisions, record players, phonographs, hi-fi sets and amplifiers shall be used in such manner as not to disturb the other home owners.

(p) Outdoor cooking is strictly prohibited on any lot except in the rear of each lot.



(q) Fences approved by the Board of Directors in accordance with established standards may only be installed rearward from the rear building line of each home; provided, however, that the home owner shall thereafter be responsible at his sole expense for all maintenance of said fence. Further, the maintenance of all balconies, patios and doorsteps and the watering and maintenance of all lawns, plants and landscaping within the lot lines of each lot shall be performed by each home owner at his expense, together with removal from all private walkways within the lot lines of each lot of all snow and the maintenance of any plants or landscaping within each lot. Except as herein provided, no home owner or group of owners shall build, plant or maintain any matter or thing upon, over or under the common area, except with the express permission of the Board of Directors, first obtained in writing, nor shall any home owner place trash, garbage, excess material of any kind on or about the common area, nor burn, chop or cut anything on, over or above the common area, except in locations designated by the Board.

(r) The yard of each lot is to be maintained by each home owner. The Association reserves the right to mow the grass in the aforesaid front yard of each lot. All uses of the front yard of each lot are specifically limited by the covenants herein.

(s) The method of trash collection shall be established by the Association subject to the approval of Carroll County, Maryland.

(t) There shall be no violation of any rules for the use of the common area or lots which may from time to time be adopted by the Board of Directors and promulgated among the home owners by said Board in writing; and the Board of Directors is hereby, and elsewhere in the Covenants, authorized to adopt such rules.

#### ARTICLE VII

##### EXTERIOR MAINTENANCE AND EMERGENCY REPAIRS

Section 1. Exterior Maintenance. In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Section 2. Exterior Maintenance - Emergency. In the event of an Owner of any lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by 2/3 vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Section 3. Right of Entry. Each lot owner shall and does hereby grant a right of entry to any person authorized by the Board of Directors of the Association, in case of an emergency originating in, or threatening, his home or an adjoining home whether such Owner is present at the time or not.

ARTICLE VIII  
EASEMENTS

Section 1. Easement Cemetery. The Declarant, for itself, its successors and assigns, hereby reserves a nonexclusive easement unto and to the use of all persons having an interest in the maintenance and visitation, etc. of a private cemetery located near the northeasterly portion of Brimfield Circle. Said easement shall permit vehicular access via Brimfield Circle and pedestrian access over the aforesaid private road and across the lands of this Association except on the private road aforementioned and the aforesaid pedestrian access which shall at all times conform to this easement. The Board of Directors of this Association may permit the maintenance of the cemetery and visitation to the cemetery by such means and at such times as it deems proper. The Board may further permit tools, materials and vehicles to be brought across the lands of this Association for the purpose of maintaining the aforesaid cemetery at such reasonable times and under such reasonable conditions as the Board deems proper, all within the Board's sound discretion. The nonexclusive easement herein granted shall be forever extinguished upon the removal from the cemetery of any and all remains, tombstones and the like.

ARTICLE IX  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by an 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 wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded among the Land Records to be effective.

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

Notwithstanding this Article IX, Section 4, the Declarant reserves the right to add additional lots within the area described below:

SEE EXHIBIT "C"

and said lots may be annexed by the Declarant, its successors and assigns, without the consent of the Class A members within seven (7) years of the date of this instrument, provided that the FHA and/or VA determine that the annexation is in accord with the general plan heretofore approved by them and approved by Carroll County, Maryland.

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

Section 6. Amendment by Declarant. Notwithstanding any thing in this Declaration to the contrary, the Declarant reserves the right to amend this Declaration to conform to any requirements of the Veterans Administration and/or the Federal Housing Administration without prior approval or joinder by any owner or owners subject, however, to approval by Carroll County, Maryland for County requirements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20<sup>th</sup> day of AUGUST, 1984.

WOODHAVEN BUILDING & DEVELOPMENT, INC., Declarant

ATTEST:

Kathleen M. Saylor

BY: Martin K. P. Hill  
Martin K. P. Hill, President

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY That on this 20<sup>th</sup> day of AUGUST, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid County, personally appeared Martin K. P. Hill, President of Woodhaven Building & Development, Inc., and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions to be the Corporate act and deed.

Witness my hand and Notarial Seal the day and year first above written.

[Signature]  
Notary Public

My Commission Expires: 7-1-86