

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made this 14 day of August, 2012 by Divinity Cove Homeowners Association INC.

WITNESSETH

WHEREAS, Developer and Builder are the owner and contract purchaser, respectively, of certain real property in Anne Arundel County, Maryland, which are the building lots known as Lots 1 through 67, both inclusive, as shown on the following Plats:

(a) Amended Plat 1, Divinity Cove and Resubdivision of Lots 27 and 58 and reserved Parcel A of Section Two, Twin Harbors (First Revision), as recorded among the Land Records of Anne Arundel County in Plat Book No. 81, Page No. 15, Plat No. 4240;

(b) Amended Plat 2, Divinity Cove and Resubdivision of Lots 27 and 58 and Reserved Parcel A of Section Two, Twin Harbors(First Revision), as recorded among the Land Records of Anne Arundel County in Plat Book No. 81, Page No* 16, Plat No. 4241;

(c) Amended Plat 3, Divinity Cove and Resubdivision of Lots 27 and 58 and Reserved Parcel A of Section Two, Twin Harbors(First Revision), as recorded among the Land Records of Anne Arundel County in Plat Book No. 81, Page No. 17, Plat No. 4242; and,

(d) Amended Plat 4, Divinity Cove and Resubdivision of Lots 27 and 58 and Reserved Parcel A of Section Two, Twin Harbors (First Revision), as recorded among the Land Records of Anne Arundel County in Plat Book No. 81, Page No. 18, Plat No. 4243; and,

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

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to DIVINITY COVE HOMEOWNERS ASSOCIATION, INC., a Maryland non-stock corporation, its successors and assigns.

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

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

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

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

ARTICLE II

PROPERTY RIGHTS

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

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

(b) The right of the Association to suspend the voting rights and rights to the use of the recreational facilities by an Owner (1) for any period during which any assessment against the Owners Lot remains unpaid or (2) For any infraction of the Associations published rules and regulations;

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

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

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 one class of voting membership, Class A. The Owner 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.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

(a) annual assessments or charges, and

(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, 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 Recreation Areas.

Section 3. Annual Assessment.

(a) The annual assessment may be increased each year not more than ten percent (10%) above the annual assessment for the previous year without a vote of the membership.

(b) the annual assessment may be increased above the maximum percentage by a vote of two-thirds (2/3) Class A members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Recreation Areas, 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 class A members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum. For any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all votes of class A membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments. Due Dates. The 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 demands 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 ten (10%) 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 Recreation Area or abandonment of his Lot.

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

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

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration or improvement, including change of colors, wherein or thereon, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure 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; provided, however, that any Owner may erect a privacy screening wall for a distance of not more than ten (10) feet along the side boundaries of the rear of his lot. In the event this 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. Failure to obtain approval from the Architectural Committee, will result in a \$100.00/month fine until approval is made. If request is denied & owner has made changes without architectural approval the building, fence, wall or other structure must be removed at the owners expense. A lien will be placed on the property for any unpaid fines.

ARTICLE VI

USE RESTRICTIONS

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

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

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

Section 4. No fence, wall, hedge or shrub shall be allowed to be erected, planted or constructed which obstructs the view at the intersection of two streets; the purpose of such covenant being to avoid obstruction of view at such intersections.

Section 5. Clotheslines may only be used in the exterior of the residence and should not be visible from the street.

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

Section 7. No boats or cradles or trailers may be parked in the streets, driveways, yards or common parking areas for more than seventy-two (72) hours, provided, however, that the Association

may designate a specific place which shall be adequately screened from nearby residences for such parking.

Section 8. No vehicles (including trailers, tractor trailers and motor homes), except as may be classified as passenger vehicles, shall be regularly parked in residential areas.

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

Section 10. All homes, even unoccupied homes are required to maintain grass cutting. The community association will follow Anne Arundel County guidelines.

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

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

Section 13. Materials incident to construction of improvements may be stored on Lots during construction.

Section 14. Front lots should not be used for long term storage, not to exceed 30 days.

Section 15. Failure to comply with Sections within this Article will result in a \$100/month fine starting 30 days after written notice is provided to the homeowner. A lien may be place on the property for any unpaid fines.

ARTICLE VII

EASEMENTS

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

ARTICLE VIII

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. Given the existing rights of the association to enforce all conditions, restrictions, covenants, & guidelines as stated in the By-Laws, costs that may be incurred by the Association in enforcing such action (including all legal fees, filing/recording fees, etc.) will be paid by the Association, if it is determined the owner is in compliance with the conditions, restrictions, covenants & guidelines; or the owner, if it is determined that the owner is not in compliance with the conditions, restrictions, covenants, & guidelines.

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

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

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

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

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

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

The represents the entirety of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS as adopted on this 14 day of August, 2012 by Divinity Cove Homeowners Association INC.