

E.H.K., Jr.  
6072 4538

RESTATEMENT OF DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration made on the date hereinafter set forth  
by VILLAGE OAKS JOINT VENTURE (hereinafter called Declarant).

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property  
situate in Baltimore County, State of Maryland being all of that  
land shown on the plats of Village Oaks, which plats are  
recorded among the Plat Records of Baltimore County, Maryland  
in Plat Book E.H.K., Jr. 44, Folios 50, 51 and 52; and

WHEREAS, Declarant by virtue of Declaration dated  
January 18, 1979, recorded among the Land Records of Baltimore  
County, Maryland in Liber 6004, Folio 245 subjected said property  
to certain protective covenants, conditions, restrictions, reser-  
vations, liens and charges as more particularly set forth in  
said Declaration; and

WHEREAS, Declarant desires to amend and restate said  
Declaration as more particularly set forth herein.

THEREFORE, Declarant, being the sole owner of property  
located within the boundary lines of the plats of Village Oaks,  
as hereinbefore set forth, hereby amends and restates the  
Declaration dated January 18, 1979, recorded as aforesaid as  
follows:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to  
Village Oaks 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

TRANSFER TAX NOT REQUIRED  
RANDOLPH B. ROSENCRANTZ  
DIRECTOR OF FINANCE  
BALTIMORE COUNTY, MARYLAND  
Per: [Signature]  
[Stamp]

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. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, being all of the real property hereinabove described with the exception of the Lots. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

H. O. A. AREA

See Exhibit "C" attached.

Being all of the Area containing 1.7586 acres, more or less, as shown on the Plat 2 - Section 1 - of Village Oaks recorded among the Plat Records of Baltimore County, Maryland in Liber 6004, Folio 257.

Section 4A. "Open Areas". All open areas as shown on the recorded plats of Village Oaks recorded among the Plat Records of Baltimore County in Plat Book E.H.K.Jr., 44, Folios 50, 51 and 52, and designated "to be conveyed to Baltimore County, State of Maryland" subject to the covenants, conditions and restrictions herein contained, for purpose of Maintenance of the Areas so indicated.

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 Village Oaks Joint Venture, 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 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;

(b) 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 and approved by Baltimore County has been recorded;

(c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(d) the right of the individual member to the exclusive use of parking spaces as set aside for parking.

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 January 1, 1984.

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. 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

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 Areas including streets, curbs, gutters and sidewalks, plus trash collected under the Rules and Regulations of Baltimore County.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED AND TWENTY and 00/100 DOLLARS (\$120.00) 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 Five percent (5%) above the maximum annual 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 the Owner, the maximum annual assessment may be increased above the maximum percentage by a vote of fifty-one percent (51%) 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.

(d) Notwithstanding any of the foregoing, or any other provision contained in this Declaration relative to an obligation for an annual assessment or capital assessment, the Declarant shall at all times be liable for not more than 25% of any assessment provided for in this Declaration.

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, restriction, repair or replacement of a capital improvement upon the Common Area, including fixtures or personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the vote of each class of members who are voting in person or by proxy or a meeting called for that 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 Sections 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 fifty-one percent (51%) of all the votes of each call 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 meeting shall be one-half (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



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 structures and topography of 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 sixty (60) 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. This Article shall not apply to the Class B member.

#### 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 regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair 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 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 Owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. 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 6. 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 a binding decision shall be by a majority of all the arbitrators.

#### ARTICLE VII

##### SPECIAL MAINTENANCE

In the event that there is an obvious need for maintenance or repair which is caused through the willful or negligent act of the Owner, his family or guests or invitees, and if such maintenance or repair is not made within thirty (30) days after notice to maintain or repair is sent by the Board of Directors, the Board of Directors may cause such maintenance or repairs to be performed. The costs of such maintenance or repair shall be added to and become a part of the assessment to which such Owner's Lot is subject. The Board of Directors, through its officers or agents, shall have the right to enter upon such Lot to perform maintenance or repairs, without incurring any liability therefor.

ARTICLE VIII

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, awning, 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 of 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 and 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 structure shall be allowed except those approved by the Architectural Control Committee.

Section 4. No fence, wall, hedge or shrub over three (3) feet high shall be allowed to be erected, planted or constructed upon any Lot which is located at the intersection of two streets; the purpose of such covenant being to avoid obstruction of view at such intersections.

Section 5. No exterior clothesline or hanging device (except an umbrella-type structure with a diameter not exceeding seven (7) feet for use in rear of dwellings only) shall be allowed upon any Lot. Such hanging devices as are permissible shall not be displayed except on weekdays between the hours of 8 A.M. and 6 P.M.

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

Section 7. No boats on cradles or trailers may be parked in the streets, driveways, yards or common parking areas for more than twenty-four (24) 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 and campers), except as may be classified as passenger cars or station wagons, 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 or nuisance to the neighborhood.

Section 10. During the sales period no signs may be displayed except those erected by Declarant. Thereafter, no signs exceeding two (2) square feet shall be displayed.

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. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE IX

EASEMENTS

Easements for installation 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 easement may contain rights of ingress

and egress. The Declarant 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 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 those 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 period 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 approved by Baltimore County and recorded.

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.

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

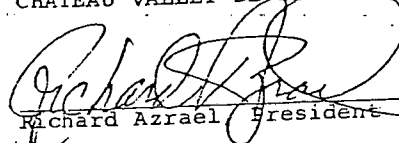
of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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 Declarant, its successors or assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21<sup>st</sup> day of August, 1979.

VILLAGE OAKS JOINT VENTURE  
Declarant and member of Joint  
Venture and General Partner  
CHATEAU VALLEY DEVELOPMENT CORP.

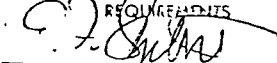
  
Richard Azrael, President (SEAL)

CHAS. H. STEFFEY, INCORPORATED  
member of Joint Venture

  
Theodore M. Chandlee, Jr., Pres. (SEAL)

2720312 61-7-79  
2720312 61-7-79


REVIEWED FOR BALTIMORE COUNTY

REQUIREMENTS  
  
ASSISTANT COUNTY SOLICITOR

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 21<sup>ST</sup> day of August, 1979, before me, the undersigned Notary Public of said State, personally appeared THEODORE M. CHANDLEE, Jr., who acknowledged himself to be President of Chas. H. Steffey, Incorporated, a Maryland corporation and general partner of Village Oaks Joint Venture, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said corporation by signing the name of the corporation by himself as PRESIDENT.

WITNESS my hand and ~~Notarial Seal~~ Seal.

 Richard Azrael  
Notary Public

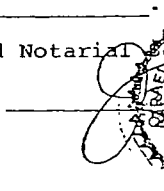
My Commission Expires:

7/1/82

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 21<sup>ST</sup> day of August, 1979, before me, the undersigned Notary Public of said State, personally appeared RICHARD AZRAEL, who acknowledged himself to be President of Chateau Valley Development Corp., a Maryland corporation and general partner of Village Oaks Joint Venture, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said corporation by signing the name of the corporation by himself as PRESIDENT.

WITNESS my hand and Notarial Seal.

 Richard Azrael  
Notary Public

My Commission Expires:

7/1/82

Rec'd for record SEP 17 1979 at 11:51  
Per Elmer H. Tabbins, Jr. Clerk  
Mail to Azrael - 4400  
Receipt No. 4400

EXHIBIT "A"

# CONDOMINIUM REMINDER NOTICE

OUR RECORDS INDICATE YOUR CONDOMINIUM FEE IS NOW PAST DUE. ALL FEES ARE DUE ON OR BEFORE THE FIRST DAY OF EACH MONTH.

COMMUNITY \_\_\_\_\_

DATE \_\_\_\_\_

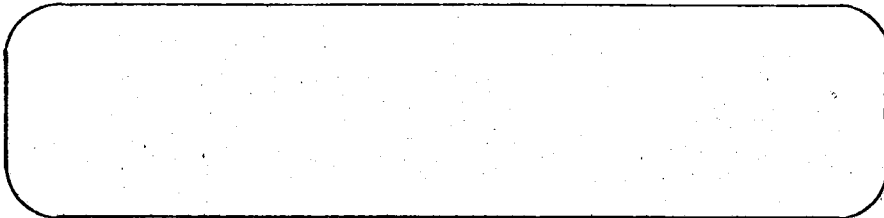
CONDOMINIUM FEE THIS MONTH \$ \_\_\_\_\_

BALANCE PRIOR PERIODS \_\_\_\_\_

CHARGES \_\_\_\_\_

TOTAL AMOUNT DUE \$ \_\_\_\_\_

**PLEASE PAY IN FULL**



The above is a two part N.C.R. Form.

EXHIBIT "B"

Re: Delinquent Condominium/Homeowner Fees

Dear

According to our records, your account is currently past due in the amount of \$ \_\_\_\_\_ for the period of

As you know, your Association depends on the collection of fees to meet its financial responsibilities. If every homeowner does not keep his or her account current the community cannot meet its responsibilities. Therefore, your Association has adopted a Resolution for the collection of delinquent fees. In accordance with this Resolution, if your account becomes further delinquent and you do not make payment or contact this office within fifteen days from the date of this letter, we will be forced to turn your account over to the attorney handling the collections for your community.

If your records do not agree with ours, please contact this office immediately, so that any discrepancies can be investigated.

Thank you for your prompt attention to this matter.

Yours in community service,

CC: Board of Directors



EXHIBIT "C"

NOTICE OF INTENT TO ACCELERATE  
INSTALLMENTS AND FILE LIEN

Date:	_____	Amount Due:	\$ _____
To:	_____	Late Fee:	\$ _____
	Owner	Other Charges	\$ _____
	Street Address		
	_____	Total Due	\$ _____
	City, State, Zip		
Re:	_____		
	Street Address		
	_____		
	City, State, Zip		

You have previously received a Late Notice regarding payment on your account. Prompt payment of assessments is essential to the financial health of the Association and the protection of all Owners' interests. Thus, we hope that you will promptly pay the assessments now due.

If payment in full is not received at the office of the Managing Agent within fifteen (15) days of the date of this Notice, the remaining installments of your annual assessments shall be declared due and payable immediately and a Memorandum of Lien for \$ \_\_\_\_\_ shall be filed on your property.

We sincerely hope your prompt payment will eliminate the necessity of taking this action.

Thank you.

EXHIBIT "D"

NOTICE OF ACCELERATION OF INSTALLMENTS  
AND FILING OF LIEN

Date: \_\_\_\_\_

Amount Due:

To: \_\_\_\_\_  
Owner

\_\_\_\_\_ Assessment \$ \_\_\_\_\_

\_\_\_\_\_ Street Address

Late Fee \_\_\_\_\_

\_\_\_\_\_ City, State, Zip

Total \$ \_\_\_\_\_

Re: \_\_\_\_\_  
Street Address

\_\_\_\_\_ City, State, Zip

You have previously received two notices of the delinquent status of your account.

The installments on your assessments HAVE NOW BEEN ACCELERATED and a LIEN HAS BEEN PLACED ON YOUR PROPERTY. Unless payment in full is received within fifteen (15) days from the date of this Notice, counsel for the Association shall take further actions as directed by the Board.

Such actions may include obtaining a judgement and attaching your assets.

Thank you for your cooperation.