

AMENDED
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 1 day of June, 1983, by WOODHILL CORPORATION, a corporation organized and existing under the laws of the State of Maryland, hereinafter sometimes called "the Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Article II hereof and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth each of all of which are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed (or intends to form) The Ridges at Annapolis Community Association, Inc., as a non-profit corporation without capital stock under the laws of the State of Maryland for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed

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(d) Trash and Garbage Containers: Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash, and other refuse shall be placed in covered containers.

(e) Subdivision: No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provision of this subsection shall not apply to the Declarant, and further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant, or any other person for any purpose.

(f) Transmission Lines: Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any lot above the surface of the ground.

(g) Excavations: No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(h) Temporary Structures: No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, shed or other buildings shall be erected, used or maintained on any lot at any time.

(i) Vehicles, Boats, Campers: Except as hereinelsewhere provided, no junk vehicle, commercial vehicle, trailer, camper, camp truck, house trailer, boat, or other similar machinery or equipment of any kind or character, except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities, which shall be kept upon the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Architectural and Environmental Control Committee provide and maintain a suitable area designated for the parking of such vehicles or the like.

promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 3. Enforcement. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of Architectural and Environmental Control Committee required herein, and, upon written notice from the Architectural and Environmental Control Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after resolution of the Architectural and Environmental Control Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot, at which time the assessment shall become due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration, exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE IX: ADMINISTRATION OF THE ASSOCIATION

Section 1. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation

who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 12. Casualty Losses. In the event of substantial damage or destruction to any of the common areas or community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the lots. No provision of the Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the common areas or community facilities.

Section 14. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration, and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, the said WOODHILL CORPORATION, a corporation organized and existing under the laws of the State of Maryland, has, on the year and day first above written, caused these presents to be executed in its corporate name by JOSEPH J. FEEHLEY, its President, and does hereby appoint JOSEPH J. FEEHLEY as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

Attest:

WOODHILL CORPORATION

Deanna Lee Feehley
DEANNA LEE FEEHLEY, Secretary

By: Joseph J. Feehley (Seal)
JOSEPH J. FEEHLEY, President

Date: 13 JUNE 1984

Joseph J. Feehley (Seal)
JOSEPH J. FEEHLEY, President

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:
I HEREBY CERTIFY that on this 13 day of JUNE, 1984, before me, a Notary Public of the aforesaid State and County, personally appeared Joseph J. Feehley, President of Woodhill Corporation and made oath in due form of law that the above Amended Declaration of Covenants and Restrictions to be its act and that he was authorized by the stockholders to enter into the above Covenants and Restrictions.

AS WITNESS my hand and Notarial Seal

Sarah J. Wright
Notary Public



My Commission Expires: July 1, 1986