



CHESTNUT
HILL COVE
HOA

GOVERNING
DOCUMENTS



ARTICLES OF INCORPORATION

STATE DEPARTMENT OF ASSESSMENTS
OF
CHESTNUT HILL COVE HOMEOWNER'S ASSOCIATION, INC.

11-21-80 8:57a.m.

In compliance with the requirements of the laws of the State of Maryland, Corporations and Associations Article, Section 5-201, et. seq., the undersigned, Hans Froelicher, IV, whose address is 4 Evergreen Road, Severna Park, Maryland 21146, is a resident of the State of Maryland and who is of full legal age, has this day voluntarily associated himself for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

The name of the Corporation is: "CHESTNUT HILL COVE HOMEOWNERS ASSOCIATION, INC.", hereafter called the "Association."

ARTICLE II

The principal office of the Association is located at Suite 275, Commercentre East, 1777 Reisterstown Road, Baltimore, Maryland 21208.

ARTICLE III

STEVEN S. KOREN, whose address is Suite 275, Commercentre East, 1777 Reisterstown Road, Baltimore, Maryland 21208, is hereby appointed the initial resident agent of this Association; said resident agent is a citizen of the State of Maryland and actually resides therein.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed to provide for maintenance, preservation and architectural control of the residence lots and Common Area within that certain tract of property described in "Exhibit A" attached hereto and made a

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STATE OF MARYLAND	
I hereby certify that this is a true and complete copy of the <u>8</u>	
page document on file in this office. DATED: <u>12-2-80</u>	
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION	
BY: <u>[Signature]</u>	
This document replaces our previous classification system. Effective: 10/31	

part hereof, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Land Records for Anne Arundel County, Maryland and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the affirmative vote of two-thirds (2/3rds) of the members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 said dedication, sale or transfer has been approved by two-thirds (2/3) of each class of members;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Stock Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

(h) There is no authority to issue stock. PD

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. The Association shall not be authorized to issue stock.

ARTICLE VI VOTING RIGHTS

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 (as defined in the Declaration), 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) seven (7) years from the date of recordation of the Declaration.

ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are: STEWART J. GREENEBAUM, STEVEN S. KOREN, and CINDY ARNOLD, all of Suite 275, Commercentre East, 1777 Reisterstown Road, Baltimore, Maryland 21208.

At the first annual meeting the members shall elect three (3) directors for a term of one year and at each annual meeting thereafter the members shall elect three directors for a like term.

ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned

to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE IX
DURATION**

The Corporation shall exist perpetually.

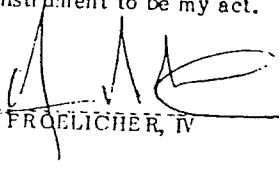
**ARTICLE X
AMENDMENTS**

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

**ARTICLE XI
PHA/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, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Maryland, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 31 day of October, 1986, and acknowledge this instrument to be my act.


HANS FRÖLICHER, IV

8/06/87

RK:cw

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
SECTION 1, PLATS TWO AND THREE
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at the intersection point of the Southwest right-of-way line of Maryland Route 173 (Fort Smallwood Road) as shown on Maryland State Roads Commission right-of-way Plats No. 46417 and 46601, with the Northwest boundary line of the Baltimore Gas & Electric Company property being the third or North 49 degrees 30 minutes 42 seconds East 1775.61 foot line of a parcel of land containing 6.9979 acres of land, described in a deed of conveyance from Baltimore Gas & Electric Company to Resource and Property Management, Inc., dated 1985 and intended to be recorded among the Land Records of Anne Arundel County, Maryland, said point also shown as number 101 on the subdivision plat entitled Chestnut Hill Cove, Section One, Plat Two, recorded among the Plat Records of Anne Arundel County, Maryland, in plat book 105, page 27 thence binding on said Southwest right-of-way line of Maryland Route 173 and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 32 degrees 34 minutes 20 seconds East 315.57 feet,
thence

(2) South 24 degrees 02 minutes 29 seconds East 101.12 feet
thence

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SECTION 1, PLATS TWO AND THREE
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(3) South 29 degrees 24 minutes 17 seconds East 101.61 feet
thence

(4) South 41 degrees 55 minutes 47 seconds East 412.21 feet,
thence

(5) South 55 degrees 23 minutes 11 seconds East 75.58 feet
thence leaving said Maryland Route 173 and binding on the North
boundary line of the Joseph P. White property, deed recorded in
Liber 3376, Folio 19, Parcel No. 2.

(6) South 73 degrees 02 minutes 40 seconds West 927.71 feet
thence binding on the West property line of the conveyance from
Charles D. and Margaret Tucker to Raymond R. and Jean A Bell
recorded among the aforesaid Land Records in Liber 491, Folio 476

(7) South 04 degrees 16 minutes 07 seconds East 658.96 feet
thence still binding on the Raymond R. and Jean A. Bell property
and on the West boundary line of the Charles D. and Margaret Tucker
property, deed recorded among the aforesaid Land Records in Liber
360, Folio 92 and also binding on the West Lot line of Lot 131 as
shown on subdivision plat Carvel Beach recorded among the Plat
Records of Anne Arundel County, Maryland in Plat Book 2, Folio 26

(8) South 04 degrees 20 minutes 11 seconds East 1437.54 feet
thence running Northerly along the Eastern shore mean high tide
lines of Gambrills Cove the nineteen (19) following bearings and
distances

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
SECTION 1, PLATS TWO AND THREE
THIRD DISTRICT
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- (9) North 67 degrees 48 minutes 48 seconds West 183.04 feet,
thence
- (10) North 51 degrees 47 minutes 20 seconds West 59.82 feet,
thence
- (11) North 15 degrees 20 minutes 32 seconds West 20.01 feet,
thence
- (12) North 29 degrees 49 minutes 40 seconds West 96.44 feet,
thence
- (13) North 41 degrees 54 minutes 55 seconds West 56.49 feet,
thence
- (14) North 27 degrees 53 minutes 50 seconds East 38.47 feet,
thence
- (15) North 20 degrees 57 minutes 21 seconds West 50.33 feet,
thence
- (16) North 43 degrees 31 minutes 48 seconds West 124.07 feet,
thence
- (17) North 37 degrees 46 minutes 59 seconds West 75.98 feet,
thence
- (18) North 11 degrees 51 minutes 41 seconds West 127.36 feet,
thence
- (19) North 18 degrees 28 minutes 15 seconds West 53.10 feet,
thence
- (20) North 26 degrees 13 minutes 19 seconds West 74.69 feet,
thence

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
SECTION 1, PLATS TWO AND THREE
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(21) North 14 degrees 25 minutes 15 seconds East 36.14 feet,
thence

(22) North 27 degrees 08 minutes 59 seconds East 87.66 feet,
thence

(23) North 38 degrees 44 minutes 27 seconds East 110.26 feet,
thence

(24) North 16 degrees 57 minutes 58 seconds East 61.68 feet,
thence

(25) South 50 degrees 53 minutes 09 seconds West 61.42 feet,
thence

(26) South 58 degrees 16 minutes 02 seconds West 40.00 feet,
thence

(27) South 38 degrees 33 minutes 19 seconds West 91.33 feet
thence binding on the Southeast boundary lines of Joseph P. White
property, deed recorded among the aforesaid Land Records in Liber
3376, Folio 19, Parcel No. 1.

(28) North 11 degrees 51 minutes 16 seconds East 470.22 feet,
thence

(29) North 03 degrees 49 minutes 24 seconds West 156.00 feet
thence binding on part of the North boundary line of the Joseph P.
White property as last mentioned

(30) North 86 degrees 10 minutes 12 seconds West 131.03 feet

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
SECTION 1, PLATS TWO AND THREE
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND
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thence running for newly established division lines between future Section Two and the herein described Section One, Chestnut Hill Cove, the eight (8) following bearings and distances,

(31) North 06 degrees 45 minutes 41 seconds West 116.53 feet,
thence

(32) North 12 degrees 11 minutes 55 seconds West 121.33 feet,
thence

(33) North 04 degrees 43 minutes 13 seconds West 102.42 feet,
thence

(34) North 00 degrees 08 minutes 45 seconds West 182.95 feet,
thence

(35) North 29 degrees 03 minutes 33 seconds East 204.67 feet,
thence

(36) North 20 degrees 15 minutes 57 seconds East 37.18 feet
thence binding on the South side of proposed Chestnut Cove Drive,
60 feet wide

(37) With a curve to the left having a radius of 350.00 feet,
an arc length of 105.11 feet and being subtended by a chord North
79 degrees 44 minutes 23 seconds West 104.72 feet, thence crossing
said Chestnut Cove Drive

(38) North 01 degrees 39 minutes 24 seconds East 60.00 feet,
thence running on the Southwest boundary line of the herein
described Section One, adjacent to future Section Two

(39) North 40 degrees 29 minutes 18 seconds West 187.29 feet

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thence binding on part of the Third or North 49 degrees 30 minutes 42 seconds East 1775.61 foot line of the Baltimore Gas and Electric Company property as first mentioned,

(40) North 49 degrees 30 minutes 42 seconds East 1120.93 feet to the point of beginning

CONTAINING 36.584 acres of land, more or less

BEING part of the conveyance from the Maryland Title Guarantee Company to Resource and Property Management, Inc. deed dated January 21, 1982 and recorded among the aforesaid Land Records in Liber 3468, Folio 572.

SUBJECT to an Anne Arundel County Sewer Easement, 15 feet wide recorded among the aforesaid Land Records in Liber 2440, Folio 177.

SUBJECT to a Baltimore Gas and Electric Company Easement, deed recorded among the aforesaid Land Records in Liber 795, Folio 183.

SAVE AND EXCEPTING a RESERVED PARCEL containing 4.102 acres + described as follows:

BEGINNING for the same at point number 1201 as shown on subdivision plat entitled "CHESTNUT HILL COVE", SECTION ONE, PLAT TWO, recorded among the plat records of Anne Arundel County, Maryland in Plat Book 105, Page 27 thence binding on the southwest side of proposed BRANDON WOODS BOULEVARD, 60 feet wide and

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SECTION 1, PLATS TWO AND THREE
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referring the courses of this description to the Maryland State Grid Meridian,

(1) South 34 degrees 31 minutes 33 seconds East 383.31 feet thence with the arc of a curve to the left

(2) Having a radius of 410.00 feet, an arc length of 92.29 feet and being subtended by a chord South 40 degrees 58 minutes 28 seconds East 92.10 feet thence

(3) South 47 degrees 25 minutes 23 seconds East 57.78 feet, thence

(4) South 02 degrees 25 minutes 23 seconds East 35.36 feet thence binding on the northwest side of proposed CHESTNUT COVE DRIVE, 60 feet wide, the two following courses

(5) South 42 degrees 34 minutes 37 seconds West 174.50 feet thence with the arc of a curve to the right

(6) Having a radius of 350.00 feet, an arc length of 118.12 feet and being subtended by a chord South 52 degrees 14 minutes 43 seconds West 117.56 feet thence binding on the proposed northeast boundary line of a Recreation Area No. 1 and an Open Space Area as shown on the first mentioned subdivision plat

(7) North 39 degrees 16 minutes 38 seconds West 574.11 feet thence binding on part of the third or North 49 degrees 30 minutes 42 seconds East 1775.61 foot line of a parcel of land containing 6.9979 acres of land described in a deed of conveyance from the

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Baltimore Gas and Electric Company to Resource and Property Management, Inc., dated 1985, referred to as the adjoining parcel

(8) North 49 degrees 30 minutes 42 seconds East 332.37 feet to the point of beginning

CONTAINING 4.102 acres of land, more or less

SUBJECT to a Anne Arundel County Sewer Easement, 15 feet wide, deed recorded among the aforesaid Land Records in Liber 2440, Folio 177.

SUBJECT to a Baltimore Gas and Electric Company Easement, deed recorded among the aforesaid Land Records in Liber 795, Folio 183.

BEING part of the conveyance from the Maryland Title Guarantee Company to Resource and Property Management, Inc., deed dated January 21, 1982 and recorded among the aforesaid Land Records in Liber 3468, Folio 572.

File CHC
HOA
Description

11/4/87
RK:cw

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
SECTION 1; PLATS TWO AND THREE
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at the intersection point of the Southwest right-of-way line of Maryland Route 173 (Fort Smallwood Road) as shown on Maryland State Roads Commission right-of-way Plats No. 46417 and 46601, with the southeast side of a transmission Right-Of-Way, 205 feet wide, conveyed by Ruth P. & George W. Bishop to Consolidated Gas Electric Light and Power Company of Baltimore, deed dated November 4, 1953 recorded among the Land Records of Anne Arundel County, Maryland in Liber 795, Folio 183 said intersection point being a concrete monument located South 32 degrees 34 minutes 20 seconds East 94.71 from monument number 101 as shown on the subdivision plat entitled Chestnut Hill Cove, Section One, Plat Two, recorded among the Plat Records of Anne Arundel County, Maryland, in plat book 105, page 27 thence binding on said Southwest right-of-way line of Maryland Route 173 and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 32 degrees 34 minutes 20 seconds East 220.86 feet,
thence

(2) South 24 degrees 02 minutes 29 seconds East 101.12 feet
thence

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- (3) South 29 degrees 24 minutes 17 seconds East 101.61 feet
thence
- (4) South 41 degrees 55 minutes 47 seconds East 412.21 feet,
thence
- (5) South 55 degrees 23 minutes 11 seconds East 75.58 feet
thence leaving said Maryland Route 173 and binding on the North
boundary line of the Joseph P. White property, deed recorded in
Liber 3376, Folio 19, Parcel No. 2.
- (6) South 73 degrees 02 minutes 40 seconds West 927.71 feet
thence binding on the West property line of the conveyance from
Charles D. and Margaret Tucker to Raymond R. and Jean A Bell
recorded among the aforesaid Land Records in Liber 491, Folio 476
- (7) South 04 degrees 16 minutes 07 seconds East 658.96 feet
thence still binding on the Raymond R. and Jean A. Bell property
and on the West boundary line of the Charles D. and Margaret Tucker
property, deed recorded among the aforesaid Land Records in Liber
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shown on subdivision plat Carvel Beach recorded among the Plat
Records of Anne Arundel County, Maryland in Plat Book 2, Folio 26
- (8) South 04 degrees 20 minutes 11 seconds East 1437.54 feet
thence running Northerly along the Eastern shore mean high tide
lines of Gambrills Cove the nineteen (19) following bearings and
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- (10) North 51 degrees 47 minutes 20 seconds West 59.82 feet,
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- (11) North 15 degrees 20 minutes 32 seconds West 20.01 feet,
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- (12) North 29 degrees 49 minutes 40 seconds West 96.44 feet,
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- (13) North 41 degrees 54 minutes 55 seconds West 56.49 feet,
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- (14) North 27 degrees 53 minutes 50 seconds East 38.47 feet,
thence
- (15) North 20 degrees 57 minutes 21 seconds West 50.33 feet,
thence
- (16) North 43 degrees 31 minutes 48 seconds West 124.07 feet,
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- (17) North 37 degrees 46 minutes 59 seconds West 75.98 feet,
thence
- (18) North 11 degrees 51 minutes 41 seconds West 127.36 feet,
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- (19) North 18 degrees 28 minutes 15 seconds West 53.10 feet,
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- (20) North 26 degrees 13 minutes 19 seconds West 74.69 feet,
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- (21) North 14 degrees 25 minutes 15 seconds East 36.14 feet,
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- (22) North 27 degrees 08 minutes 59 seconds East 87.66 feet,
thence
- (23) North 38 degrees 44 minutes 27 seconds East 110.26 feet,
thence
- (24) North 16 degrees 57 minutes 58 seconds East 61.68 feet,
thence
- (25) South 50 degrees 53 minutes 09 seconds West 61.42 feet,
thence
- (26) South 58 degrees 16 minutes 02 seconds West 40.00 feet,
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- (27) South 38 degrees 33 minutes 19 seconds West 91.33 feet
thence binding on the Southeast boundary lines of Joseph P. White
property, deed recorded among the aforesaid Land Records in Liber
3376, Folio 19, Parcel No. 1.
- (28) North 11 degrees 51 minutes 16 seconds East 470.22 feet,
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- (29) North 03 degrees 49 minutes 24 seconds West 156.00 feet
thence binding on part of the North boundary line of the Joseph P.
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- (30) North 86 degrees 10 minutes 12 seconds West 131.03 feet

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thence running for newly established division lines between future Section Two and the herein described Section One, Chestnut Hill Cove, the eight (8) following bearings and distances,

(31) North 06 degrees 45 minutes 41 seconds West 116.53 feet,
thence

(32) North 12 degrees 11 minutes 55 seconds West 121.33 feet,
thence

(33) North 04 degrees 43 minutes 13 seconds West 102.42 feet,
thence

(34) North 00 degrees 08 minutes 45 seconds West 182.95 feet,
thence

(35) North 29 degrees 03 minutes 33 seconds East 204.67 feet,
thence

(36) North 20 degrees 15 minutes 57 seconds East 37.18 feet
thence binding on the South side of proposed Chestnut Cove Drive,
60 feet wide

(37) With a curve to the left having a radius of 350.00 feet,
an arc length of 105.11 feet and being subtended by a chord North
79 degrees 44 minutes 23 seconds West 104.72 feet, thence crossing
said Chestnut Cove Drive

(38) North 01 degrees 39 minutes 24 seconds East 60.00 feet,
thence running on the Southwest boundary line of the herein
described Section One, adjacent to future Section Two

(39) North 40 degrees 29 minutes 18 seconds West 128.23 feet

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
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thence binding reversely on part of the 7th and all of the 6th lines, being the southeast side of said transmission right-of-way of the first mentioned conveyance

(40) North 50 degrees 43 minutes 22 seconds East 609.45 feet, thence

(41) North 52 degrees 01 minutes 22 seconds East 499.06 feet to the point of beginning

CONTAINING 34.705 acres of land, more or less

BEING part of the conveyance from Constellation Properties to 4433 Corporation deed dated March 4, 1987 and recorded among the aforesaid Land Records in Liber 4285, Folio 167.

SAVE AND EXCEPTING a RESERVED PARCEL containing 3.565 acres + described as follows:

BEGINNING for the same at a point located South 34 degrees 31 minutes 33 seconds East 76.87 feet from point number 1201 as shown on subdivision plat entitled "CHESTNUT HILL COVE", SECTION ONE, PLAT TWO, recorded among the plat records of Anne Arundel County, Maryland in Plat Book 105, Page 27 thence binding on the southwest side of proposed BRANDON WOODS BOULEVARD, 60 feet wide and

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
SECTION 1, PLATS TWO AND THREE
THIRD DISTRICT
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referring the courses of this description to the Maryland State Grid Meridian,

- (1) South 34 degrees 31 minutes 33 seconds East 306.44 feet thence with the arc of a curve to the left
- (2) Having a radius of 410.00 feet, an arc length of 92.29 feet and being subtended by a chord South 40 degrees 58 minutes 28 seconds East 92.10 feet thence
- (3) South 47 degrees 25 minutes 23 seconds East 57.78 feet, thence
- (4) South 02 degrees 25 minutes 23 seconds East 35.36 feet thence binding on the northwest side of proposed CHESTNUT COVE DRIVE, 60 feet wide, the two following courses
- (5) South 42 degrees 34 minutes 37 seconds West 174.50 feet thence with the arc of a curve to the right
- (6) Having a radius of 350.00 feet , an arc length of 118.12 feet and being subtended by a chord South 52 degrees 14 minutes 43 seconds West 117.56 feet thence binding on the proposed northeast boundary line of a Recreation Area No. 1 and an Open Space Area as shown on the first mentioned subdivision plat
- (7) North 39 degrees 16 minutes 38 seconds West 506.87 feet thence binding reversely on part of the 7th and 6th lines, being the southeast side of said transmission Right-Of-Way, of the first mentioned conveyance

BOUNDARY DESCRIPTION OF SUBDIVISION
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(8) North 50 degrees 43 minutes 22 seconds East 222.99 feet,
thence

(9) North 52 degrees 01 minutes 22 seconds East 102.96 feet
to the point of beginning

CONTAINING 3.565 acres of land, more or less

BEING part of the conveyance from Constellation Properties to 4433
Corporation, deed dated March 4, 1987, recorded among the aforesaid
Land Records in Liber 4285, Folio 167

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Ches-
H. 11
Case

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made this 26 day of February, 1986, by and between CONSTELLATION PROPERTIES, INC. and 4433 CORPORATION, hereinafter called "Declarant", and RIVIERA COMMUNITY IMPROVEMENT ASSOCIATION, INC. and SILVER SANDS IMPROVEMENT ASSOCIATION, hereinafter referred to as "Beneficiaries."

WHEREAS, the Declarant is the owner and/or contract purchaser of 93.71 acres, more or less, described in Exhibit A attached hereto and incorporated by reference, hereinafter referred to as the "Property"; and

WHEREAS, the Declarant filed petitions for a Special Exception and for Reclassification of the Property, referred to as Case Nos. S-359-83 and 360-83, before the Zoning Hearing Officer of Anne Arundel County, Maryland; and

WHEREAS, the aforesaid Cases were approved by the Zoning Hearing Officer on May 29, 1985; and

WHEREAS, the Beneficiaries were parties to the Hearings before the Zoning Hearing Officer regarding the aforesaid Cases, and are concerned about the extent to which utilization of the Property will result in additional maritime facilities; and

WHEREAS, irrespective of uses which may be authorized from time to time, the Declarant has agreed to restrict the maritime facilities for which application may be made in the future, so as to assure the Beneficiaries that the development of the Property will not create a burden on existing maritime facilities in the area.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) paid by each party hereto unto the other, the Declarant hereby agrees that the Property described in Exhibit A shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration of Restrictions, all of which said covenants, restrictions, uses, limitations, obligations and equitable servitudes shall be deemed to run with and bind the land, and shall inure to the benefit and be enforceable by any of the Beneficiaries, their heirs, successors and assigns, or any owners of a real property interest in the subdivisions known as Riviera Beach and Silver Sands, Anne Arundel County, Maryland, as follows:

1. There shall be no mooring buoys for the use or benefit of the owner or owners of the Property.
2. There shall not be more than 20 boat slips for the benefit of the owner or owners of the Property.
3. The aforesaid covenants and restrictions shall bind the Declarant, its successors and assigns, and any community, homeowners and/or condominium association which in the future may own and/or control all or part of the Property.
4. This Declaration may be amended only by the filing of an Amendment among the Land Records of Anne Arundel County, executed by the Declarant, and the respective authorized boards of directors of the Beneficiaries.

- 1 -
LAND RECORDS
ANNE ARUNDEL COUNTY

1986 FEB 27 AM 10:51

E. AUBREY COLLISON
CLERK

IN WITNESS WHEREOF, the Declarant has executed this Declaration the date first above written.

ATTEST:

CONSTELLATION PROPERTIES, INC.

Quinn Stewart

BY: *G. Wendel Heineman* (Seal)
G. Wendel Heineman, President

4433 CORPORATION

Valerie J. Hummel

BY: *Stewart J. Greenebaum* (Seal)
Stewart J. Greenebaum, President

STATE OF MARYLAND, BALTIMORE City COUNTY, TO WIT:

I HEREBY CERTIFY that on this 26th day of February, 1986, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared G. Wendel Heineman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and he acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same, and he further acknowledged the same to be the lawful act of Constellation Properties, Inc., of which he is the President and authorized to execute and acknowledge the within instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan B. Menzies
Notary Public

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of February, 1986, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared Stewart J. Greenebaum, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and he acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same, and he further acknowledged the same to be the lawful act of 4433 Corporation, of which he is the President and authorized to execute and acknowledge the within instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Valerie J. Hummel
Notary Public

THIS DEED, made this 2nd day of March, 1987, by and between 4433 CORPORATION, a Maryland corporation ("Grantor"), and CHESTNUT HILL COVE HOMEOWNERS ASSOCIATION, INC., a Maryland corporation ("Grantee").

WITNESSETH: That for the purpose of satisfying the covenants contained in the Declaration of Covenants, Conditions and Restrictions made by 4433 Corporation, dated January 27, 1987, and recorded among the Land Records of Anne Arundel County in Liber No. 4246, folio 278, hereinafter called "Subject Declaration", Grantor, without consideration, does hereby grant and convey unto Chestnut Hill Cove Homeowners Association, Inc., its successors and assigns, in fee simple, but subject to the covenants, conditions and restrictions contained in the Subject Declaration, including the reservations hereinafter specifically set forth, all those parcels of ground and premises, situate, lying and being in the Third District of Anne Arundel County, State of Maryland, as shown on Plats One, Two and Three of Section One of Chestnut Hill Cove, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book Liber No. 105, folios 26, 27 and 28, and described as follows and more particularly described in Exhibits A through L as listed below and attached hereto:

- Exhibit A Common Area Springhouse Lane, Timberfield Place and Chestnut Brook Court, 2.135 acres, Section 1 Plat 2;
- Exhibit B Common Area Chestnut Haven Court, 0.475 acres, Section 1 Plat 2;
- Exhibit C Recreation Area 1, 0.554 acres, Section 1 Plat 2;
- Exhibit D Recreation Area 2, 0.544 acres, Section 1 Plat 2;
- Exhibit E Open Space, 1.546 acres, Section 1 Plat 2;
- Exhibit F Open Space, 3.524 acres, Section 1 Plat 2;
- Exhibit G Open Space, 1.983 acres, Section 1, Plat 2;
- Exhibit H Open Space, 4.001 acres, Section 1 Plat 2; 158.0
- Exhibit I Recreation Area 3, 1.112 acres, Section 1 Plat 3; POSTAGE 158.0
- Exhibit J Recreation Area 4, consisting of 0.279 acres, Section 1, Plat 2; and 0.589 acres Section 1, Plat 3; 420503 0055 R02 115 MAR 4
- Exhibit K Open Space, 4.341 acres, Section 1 Plat 3;

WE HEREBY CERTIFY THAT THE PROPERTY INDICATED IN THIS DEED OF CONVEYANCE HAS BEEN TRANSFERRED ON THE ASSESSMENT RECORDS OF ANNE ARUNDEL COUNTY AS PROVIDED FOR UNDER ART 81, SEC. 3-104 OF THE MARYLAND CODE.

3rd Cm
BENNETH H. TSCHANZIK
SUPERVISOR OF ASSESSMENTS

EL
CLERK

158
50

Exhibit L Common Areas Springhouse Lane, Gardenview Court, Section 1 Plat 3.

SAME BEING a part of the land and premises, which, by Deed dated March 2, 1987, and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. , folio , was granted and conveyed by Constellation Properties, Inc. to Grantor.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anyway appertaining.

TO HAVE AND TO HOLD the tracts or parcels of ground and premises, above described and mentioned, together with the rights, privileges, appurtenances and advantages thereto belonging and appertaining unto and to the proper use and benefit of Chestnut Hill Cove Homeowners Association, Inc., its successors and assigns, in fee simple, all however, subject to the following: (i) Grantor reserves unto and for itself, its successors and assigns, the bed, in fee, of Timberfield Place, Chestnut Haven Court, and Gardenview Court, all as shown on the aforesaid plats for future conveyance to Anne Arundel County, Maryland; and (ii) the covenants, conditions and restrictions contained in the Subject Declaration, including particularly, but not by way of limitation, the following reservation: Grantor hereby reserves the right to discharge surface water on the land hereby granted, and to lay, install, construct, place and maintain on, over, or under the said land, or any portion thereof, pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, television transmittal and other public utilities, to provide adequate utility and other services to any lot now or hereafter laid out on the land shown on the aforesaid plats entitled Plat Two and Plat Three, Section One, or the general area in which same is located, together with the right and privilege of entering upon said land for such purposes and making openings and excavations therein, provided that same be covered and the ground be restored and left in good condition, all hereby reserved by Grantor for itself, its successors and assigns, including Anne Arundel County, Maryland, and any utility company, to whom Grantor may grant, convey, transfer, set over and assign the same, or any part thereof.

AND Grantor covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed, except as set forth in the Subject Declaration; that it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite; and, further, Grantor certifies through Steven S. Koren, Vice President, 4433 Corporation, executing these presents for and on behalf of the corporate Grantor, that the

instant grant of the above described property is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets Grantor.

WITNESS the hand and seal of Grantor, the day and year first written above.

~~WITNESS~~
~~ATTEST:~~

4433 CORPORATION

W. R. Maje

By: Steven S. Koren, Vice President (SE)
Steven S. Koren, Vice President

CERTIFICATION

The undersigned, Steven S. Koren, Vice President of 4433 Corporation, the Grantor named in the foregoing Deed, hereby certifies that the grant of the property described in the Deed, under and by virtue of the Deed, is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of 4433 Corporation.

4433 CORPORATION

By: Steven S. Koren, Vice President
Steven S. Koren, Vice President
of 4433 Corporation

STATE OF MARYLAND, to wit:
CO of Balto

I HEREBY CERTIFY that on this 2 day of March, 1987, before, the subscriber, a Notary Public of the State of Maryland, personally appeared Steven S. Koren, Vice President of 4433 Corporation, a body corporate, and acknowledged the foregoing Deed to be the act and deed of the body corporate.

AS WITNESS my hand and Notarial Seal.

Steven S. Koren
Notary Seal: STEVEN S. KOREN, Notary Public, State of Maryland, Commission Expires 7/1/90

My commission expires:
7/1/90

EXHIBIT A

DESCRIPTION OF COMMON AREA
SPRINGHOUSE LANE, TIMBERFIELD PLACE AND
CHESTNUT BROOK COURT
2.135 ACRES
CHESTNUT HILL COVE
SECTION ONE PLAT TWO
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

1/19/87
RJN/bmk

BEGINNING for the same at a point on the northwest side of a private 40 foot access easement

SAID point of beginning also shown as number 507 on the plat entitled Chestnut Hill Cove Section One Plat Two thence from said point at beginning and binding on the westernmost side of Chestnut Brook Court

(1) North 29 degrees 03 minutes 33 seconds East 204.67 feet thence

(2) North 20 degrees 15 minutes 57 seconds East 37.18 feet to the southwest side of Chestnut Cove Drive, thence binding on said side at said road

(3) with a curve to the right having a radius of 350.00 feet and length of 8.57 feet and subtended by a chord bearing and distance of North 70 degrees 26 minutes 08 seconds West 8.57 feet

(4) South 69 degrees 44 minutes 03 seconds East 128.56 feet and

(5) with a curve to the left having a radius of 410.00 feet and length of 236.69 feet and being subtended by a chord bearing and distance of South 86 degrees 16 minutes 21 seconds West 233.42 feet thence leaving said side of said Drive

DESCRIPTION OF COMMON AREA

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2.135 ACRES

(6) South 37 degrees 19 minutes 47 seconds West 37.39 feet
to the east side of Springhouse Lane thence binding on said Lane

(7) South 04 degrees 16 minutes 07 seconds East 658.96 feet

(8) South 85 degeess 41 minutes 51 seconds West 60.00 feet

and

(9) North 04 degrees 16 minutes 07 seconds West 203.65 feet
to the south side of Timberfield Place and running with said place

(10) South 85 degrees 44 minutes 04 seconds West 167.96 feet

(11) North 04 degrees 26 minutes 28 seconds West 192.38 feet

(12) North 63 degrees 58 minutes 13 seconds East 10.00 feet

(13) South 26 degrees 01 minutes 47 seconds East 28.82 feet

and

(14) North 63 degrees 58 minutes 13 seconds East 159.96 feet
to the west side of Springhouse Lane thence binding on said Lane

(15) North 04 degrees 16 minutes 08 seconds West 179.40 feet
to the south side of Chestnut Brook Court thence binding on said

Court

(16) North 72 degrees 26 minutes 16 seconds West 180.17 feet

(17) South 17 degrees 37 minutes 44 seconds West 30.81 feet

(18) North 60 degrees 56 minutes 27 seconds West 103.99 feet

(19) South 29 degrees 03 minutes 33 seconds West 156.00 feet

(20) North 55 degrees 24 minutes 23 seconds West 11.05 feet

and

(21) North 75 degrees 32 minutes 36 seconds West 41.34 feet

DESCRIPTION OF COMMON AREA

BOOK 4285 PAGE 216
2.135 ACRES

to the point of beginning

CONTAINING 2.135 Acres

SUBJECT to a 15 foot storm drain easement, existing dirt drive serving the White Property, and easements for sewer, water, gas, electric and telephone utilities all as shown on the plat of Chestnut Hill Cove Section One Plat Two intended to be recorded herewith.

JOHN E. HARMS, JR. AND ASSOCIATES, INC. *Consulting Engineers - Architects - Surveyors*

PASADENA, MARYL

12/3/86
DC/esmDESCRIPTION OF COMMON AREA
CHESTNUT HAVEN COURT 0.475 ACRES
SECTION ONE PLAT TWO
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point on the Northwest side of Chestnut Cove Drive as shown on the subdivision plat entitled Chestnut Hill Cove Section One Plat Two.

SAID point being shown as number 357 on the plat entitled Chestnut Hill Cove Section One Plat Two

THENCE from said point of beginning

- (1) South 69 degrees 44 minutes 03 seconds East 26.44 feet thence leaving said Chestnut Cove Drive
- (2) North 20 degrees 15 minutes 57 seconds East 54.19 feet thence
- (3) North 51 degrees 12 minutes 56 seconds East 225.57 feet thence
- (4) North 39 degrees 16 minutes 38 seconds West 70.00 feet thence
- (5) South 51 degrees 12 minutes 56 seconds West 176.00 feet thence
- (6) North 62 degrees 51 minutes 00 seconds West 25.49 feet thence
- (7) South 20 degrees 15 minutes 57 seconds West 136.88 feet to the northernmost side of Chestnut Cove Drive thence running with said side of said road along a curve to the left having a radius of 410.00 feet and a length of 33.60 feet and a chord

DESCRIPTION OF COMMON AREA

0.475 ACRES

Page two

bearing and length of South 72 degrees 04 minutes 55 seconds East
33.59 feet to the point of beginning

CONTAINING 0.475 acres

ALL as shown on the plat of Chestnut Hill Cove Section One
Plat Two intended to be recorded herewith.

EXHIBIT C

BOOK 4285 PAGE 219

DESCRIPTION OF RECREATION AREA 1
0.554 ACRES
CHESTNUT HILL COVE
SECTION ONE PLAT TWO
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

1/19/87
RJN/bmk

BEGINNING for the same on the Northernmost side of Chestnut Cove Drive, as shown on the subdivision plat entitled Chestnut Hill Cove Section One Plat Two, intended to be recorded among the Land Records of Anne Arundel County, Maryland South 71 degrees 08 minutes 25 seconds East 17.18 feet from the point numbered 356 as shown on said plat. Thence from said point of beginning

(1) North 17 degrees 27 minutes 11 seconds East 17.98 feet thence

(2) North 50 degrees 43 minutes 22 seconds East 209.68 feet thence

(3) South 39 degrees 16 minutes 38 seconds East 161.20 feet to the Northernmost side of Chestnut Hill Cove Drive 60 feet wide, thence binding on said side of said Drive

(4) With a curve to the left having a radius of 350.00 an arch length of 289.19 feet and subtended by a chord having a bearing and distance of South 84 degrees 41 minutes 00 seconds West 270.92 feet to the point of beginning

CONTAINING 0.554 acres

BEING part of the conveyance from the Maryland Title Guarantee Company to Resource and Property Management, Inc., Deed dated January 21, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3468 Folio 572.

EXHIBIT D

11/17/86
DC/esm

DESCRIPTION OF RECREATION AREA 2
0.544 ACRES
CHESTNUT HILL COVE
SECTION ONE PLAT TWO
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point on the Eastern side of
the private 40 foot access easement

SAID point being North 00 degrees 08 minutes 45 seconds
West 30.09 feet thence North 89 degrees 51 minutes 15 seconds East
40 feet from point numbered 508 on the Western boundary of said
plat, thence from the point of beginning binding and running with
the Easternmost side of the private 40 foot access easement

- (1) North 00 degrees 08 minutes 45 seconds West 129.77 feet
thence leaving said side of said easement
- (2) South 60 degrees 56 minutes 27 seconds East 114.81 feet
thence
- (3) North 29 degrees 03 minutes 33 seconds 86.43 feet thence
- (4) South 72 degrees 22 minutes 16 seconds East 134.00 feet
thence
- (5) South 17 degrees 37 minutes 44 seconds West 21.73 feet
thence
- (6) South 63 degrees 58 minutes 14 seconds West 105.00 feet
thence
- (7) South 26 degrees 01 minutes 47 seconds East 31.17 feet
thence

DESCRIPTION OF RECREATION AREA 2

0.544 ACRES

BOOK 4285 PAGE 221

Page two

(8) South 85 degrees 33 minutes 32 seconds West 183.02 feet
to the point of beginning

CONTAINING 0.544 acres of land subject to a 25 foot utility
easement and tree conservation buffer area.

ALL as shown on the plat of Chestnut Hill Cove Section One
Plat Two intended to be recorded among the Land Records of Anne
Arundel County, Maryland.

BEING part of the conveyance from the Maryland Guarantee
Company to Resource and Property Management, Inc., Deed dated
January 21, 1982, and recorded among the aforesaid Land Records in
Liber 3468 Folio 572.

EXHIBIT E

BOOK 4285 PAGE 222

1/16/87
RJN/bmk

DESCRIPTION OF OPEN SPACE
1.546 ACRES
CHESTNUT HILL COVE
SECTION ONE - PLAT TWO
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point on the north western boundary of the Chestnut Hill Cove Subdivision,

Said point also shown as number 682 on the plat entitled Chestnut Hill Cove Section One Plat Two intended to be recorded among the Land Records of Anne Arundel County, Maryland, thence along said boundary

1) North 49 degrees 30 minutes 42 seconds East 387.78 feet thence leaving said boundary

2) South 39 degrees 16 minutes 38 seconds East 412.91 feet thence

3) South 50 degrees 43 minutes 22 seconds West 209.68 feet thence

4) South 17 degrees 27 minutes 11 seconds West 17.89 feet to intersect the Northeast side of Chestnut Cove Drive thence running with said side of said road along a curve to the left having a radius of 350.00 feet, a length of 17.18 feet and a chord bearing and length of North 71 degrees 08 minutes 25 seconds East 17.18 feet thence leaving said Northwest side of Chestnut Cove Drive

Description of Open Space

1.546 Acres

- BOOK 4285 PAGE 223
- 6) North 69 degrees 44 minutes 03 seconds West 102.12 feet
thence leaving said Northwest side of Chestnut Cove Drive the
- 7) North 20 degrees 15 minutes 57 seconds East 54.19 feet
thence
- 8) North 51 degrees 12 minutes 56 seconds East 29.27 feet
thence
- 9) South 38 degrees 47 minutes 04 seconds East 100.00 feet
thence
- 10) North 51 degrees 12 minutes 56 seconds East 196.00 feet
thence
- 11) North 38 degrees 47 minutes 04 seconds West 270.00 feet
thence
- 12) South 51 degrees 12 minutes 56 seconds West 176.00 feet
thence
- 13) South 38 degrees 47 minutes 04 seconds East 100.00 feet
thence
- 14) North 62 degrees 51 minutes 00 seconds West 25.49 feet
thence
- 15) North 69 degrees 44 minutes 03 seconds West 100.00 feet
thence
- 16) South 20 degrees 15 minutes 57 seconds West 136.00 feet
thence

Description of Open Space

1.546 Acres
BOOK 4285 PAGE 224

17) South 69 degrees 44 minutes 03 seconds East 100.00 feet
thence

18) South 20 degrees 15 minutes 57 seconds West 0.88 feet
to the Northside of Chestnut Cove Drive thence binding on the said
side of said Drive

19) With a curve to the left having a radius of 410.00 feet
a length of 99.56 feet and a chord bearing and length of North 81
degrees 23 minutes 12 seconds West 99.32 feet thence leaving said
side of said Drive

20) North 40 degrees 29 minutes 18 seconds West 187.29 feet
to the point of beginning.

CONTAINING 1.546 acres subject to a 15 foot Anne Arundel
County sewer easement, a Baltimore Gas Electric easement and a
tree conservation buffer area.

ALL as shown on the plat of Chestnut Hill Cove Section One
Plat 2 as recorded in the Plat Records of Anne Arundel County,
Maryland in Liber Folio .

BEING part of the conveyance from the Maryland Title
Guarantee Company to Resource and Property Management, Inc. Deed
dated January 21, 1982 and recorded among the aforesaid Land
Records in Liber 3468, Folio 572.

11/11/86
DC/esm

DESCRIPTION OF OPEN SPACE
3.524 ACRES
CHESTNUT HILL COVE
SECTION ONE PLAT TWO
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same on the Southwest side of Fort Smallwood Road, Maryland, at the Southwestern boundary of the Chesnut Hill Cove Subdivision

SAID point also shown as number 106 on the plat entitled Chestnut Hill Cove Section One Plat Two intended to be recorded among the Land Records of Anne Arundel County, Maryland

THENCE along the Southwest side of Maryland Rte 173 the following courses and distances

- 1) North 55 degrees 23 minutes 11 seconds West 75.58 feet thence,
- 2) North 41 degrees 55 minutes 47 seconds West 286.01 feet thence, leaving the Southwest side of Maryland Rte 173 and following the Southeast side of Chestnut Cove Drive the following courses and distances:
 - 3) North 83 degrees 37 minutes 07 seconds West 37.34 feet thence
 - 4) South 54 degrees 41 minutes 32 seconds West 85.79 feet thence
 - 5) with a curve to the left having a radius of 917.31 feet and a length of 193.96 feet and a chord bearing and length of South 48 degrees 38 minutes 05 seconds West 193.60 feet thence
 - 6) South 42 degrees 34 minutes 37 seconds West 299.50

DESCRIPTION OF OPEN SPACE

3.524 ACRES

Page two

feet thence

7) With a curve to the right having a radius of 410.00 feet, and a length of 247.68 feet and a chord bearing and length of South 59 degrees 52 minutes 59 seconds 243.93 feet thence leaving the Southwest side of Chestnut Cove Drive in Southerly direction along the Southwest side of Springhouse Lane (a private road) the following courses and distances:

8) South 37 degrees 19 minutes 47 seconds West 37.39 feet thence

9) South 04 degrees 16 minutes 07 seconds East 25.85 feet to a Southwestern boundary of the Chestnut Hill Cove Subdivision. Said point also shown as number 31 on the Plat entitled Chestnut Hill Cove Section One Plat Two thence

10) along said boundary North 73 degrees 02 minutes 40 seconds East 927.71 feet to the point of beginning

CONTAINING 3.524 acres as shown on the Plat entitled Chestnut Hill Cove Section One Plat Two recorded among the Plat Records of Anne Arundel County, Maryland in Liber Folio

BEING part of the conveyance from the Maryland Title Guarantee Company to Resource and Property Management, Inc. Deed dated January 21, 1982 and recorded among the aforesaid Land Records in Liber 3468, Folio 572.

1/16/87
RJN/bmk

DESCRIPTION OF OPEN SPACE
1.983 ACRES
CHESTNUT HILL COVE
SECTION ONE PLAT TWO
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a monument at the Easternmost corner of Joseph P. White property said point being the boundary point also shown as number 99 on the Plat entitled Chestnut Hill Cove Section One Plat Two intended to be recorded among the Land Records of Anne Arundel County, Maryland.

THENCE along the Northwest boundary of Joseph P. White property the following course and distance:

- 1) North 86 degrees 10 minutes 12 seconds West 131.03 feet
thence leaving said boundary
- 2) North 06 degrees 45 minutes 41 seconds West 116.53 feet
thence
- 3) North 12 degrees 11 minutes 55 seconds West 121.33 feet
thence
- 4) North 04 degrees 43 minutes 13 seconds West 102.42 feet
thence
- 5) North 00 degrees 08 minutes 45 seconds West 182.95 feet
thence
- 6) South 75 degrees 32 minutes 36 seconds East 41.34 feet
thence
- 7) South 55 degrees 24 minutes 23 seconds East 11.05 feet
thence

Description of Open Space

BOOK 4285 PAGE 228
1.983 Acres

- 8) South 60 degrees 56 minutes 27 seconds East 100.00 feet
thence
- 9) North 29 degrees 03 minutes 33 seconds East 150.45 feet
thence
- 10) North 17 degrees 37 minutes 44 seconds East 5.67 feet
thence
- 11) South 60 degrees 56 minutes 27 seconds East 5.10 feet
thence
- 12) South 17 degrees 37 minutes 44 seconds West 69.19 feet
thence
- 13) South 72 degrees 22 minutes 16 seconds East 176.00 feet
thence
- 14) North 17 degrees 37 minutes 44 seconds East 100.00 feet
thence
- 15) South 72 degrees 22 minutes 16 seconds East 4.17 feet
to intersect and running with the West side of Springhouse Lane
- 16) South 04 degrees 16 minutes 08 seconds East 179.40 feet
thence leaving said side of said Lane
- 17) South 63 degrees 58 minutes 13 seconds West 3.96 feet
thence
- 18) North 26 degrees 01 minutes 47 seconds West 79.38 feet
thence
- 19) North 80 degrees 42 minutes 24 seconds West 35.66 feet
thence

Description of Open Space

1.983 Acres

- 20) South 63 degrees 58 minutes 13 seconds West 126.90 feet
thence
- 21) South 26 degrees 01 minutes 47 seconds East 71.18 feet
thence
- 22) South 63 degrees 58 minutes 13 seconds West 10.00 feet
thence
- 23) North 26 degrees 01 minutes 47 seconds West 39.25 feet
thence
- 24) North 85 degrees 33 minutes 32 seconds West 85.56 feet
thence
- 25) South 04 degrees 26 minutes 28 seconds East 156.00 feet
thence
- 26) North 85 degrees 33 minutes 32 seconds East 100.00 feet
thence
- 27) South 04 degrees 26 minutes 28 seconds East 10.00 feet
thence
- 28) South 85 degrees 33 minutes 32 seconds West 100.00 feet
thence
- 29) South 04 degrees 26 minutes 28 seconds East 156.00 feet
thence
- 30) North 85 degrees 33 minutes 32 seconds East 100.00 feet
thence
- 31) North 04 degrees 26 minutes 28 seconds West 93.12 feet
thence

Description of Open Space

BOOK 4285 PAGE 230
1.983 Acres

32) South 85 degrees 44 minutes 04 seconds West 11.96 feet
thence

33) South 04 degrees 15 minutes 56 seconds East 100.00 feet
thence

34) North 85 degrees 44 minutes 04 seconds East 156.00 feet
thence

Binding on the West side of Springhouse Lane

35) South 04 degrees 16 minutes 07 seconds East 10.00 feet
thence leaving said side of said Lane

36) South 85 degrees 44 minutes 04 seconds West 126.00 feet
thence

37) South 00 degrees 07 minutes 46 seconds West 94.01 feet
thence

38) South 85 degrees 41 minutes 51 seconds West 127.05 feet
to intersect with Joseph P. White boundary line and running with
same said line

39) North 03 degrees 49 minutes 24 seconds West 57.49 feet
to the point of beginning.

CONTAINING 1.983 acres of land more or less subject to a
Private 40 foot access easement, 25 utility easements, 10 foot
utility easements and a tree conservation buffer area.

ALL as shown on the plat of Chestnut Hill Cove Section One
Plat Two as recorded among the Land Records of Anne Arundel
County, Maryland in Liber , Folio .

Description of Open Space

1.983 Acres

BEING part of the conveyance from the Maryland Title Guarantee Company to Resource and Property Management, Inc. Deed dated January 21, 1982, and recorded among the aforesaid Land Records in Liber 3468, Folio 572.

EXHIBIT H

11/11/86
DC/esm

DESCRIPTION OF OPEN SPACE
4.001 ACRES
CHESTNUT HILL COVE
SECTION ONE PLAT TWO
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same on the Southwest side of Fort Smallwood Road, Md. Rte 173 at the intersection of the Northwestern boundary of the Chestnut Hill Cove Subdivision.

Said point also shown as number 101 on the Plat entitled Chestnut Hill Cove Section One Plat Two intended to be recorded among the Land Records of Anne Arundel County, Maryland.

THENCE along the Southwest side of Maryland Rte 173 the following courses and distances:

- 1) South 32 degrees 34 minutes 20 seconds East 315.57 feet thence,
- 2) South 24 degrees 02 minutes 29 seconds East 101.12 feet thence,
- 3) South 29 degrees 24 minutes 17 seconds East 101.61 feet thence,
thence
- 4) South 41 degrees 55 minutes 47 seconds East 15.80 feet thence leaving the Southwest side on Maryland Rte 173 and following the Northwest side of Chestnut Cove Drive the following courses and distances:
 - 5) South 06 degrees 22 minutes 53 seconds West 33.25 feet thence,
 - 6) South 54 degrees 41 minutes 32 seconds West 80.66 feet

DESCRIPTION OF OPEN SPACE

4.001 ACRES

Page two

thence

7) With a curve to the left having a radius of 600 feet, length of 114.23 feet and a chord bearing and length of South 48 degrees 38 minutes 05 seconds West 126.63 feet thence

8) South 42 degrees 34 minutes 37 seconds West 23.16 feet thence

9) South 87 degrees 34 minutes 37 seconds West 35.36 feet thence leaving said Chestnut Cove Drive.

10) North 47 degrees 25 minutes 23 seconds West 57.78 feet thence

11) With a curve to the right having a radius of 350.00 feet; a length of 78.78 feet and a chord bearing and length of North 40 degrees 58 minutes 28 seconds West 78.62 feet thence

12) North 34 degrees 31 minutes 33 seconds West 389.67 feet to intersect the aforementioned Northwest side of the Northwest boundary of the Chestnut Hill Cove Subdivision thence

13) Along said boundary North 49 degrees 30 minutes 42 seconds East 340.45 feet to the point of beginning.

CONTAINING 4.001 acres subject to a Baltimore Gas & Electric easement, County sewer easement, 1.780 Ac. Stormwater Management easement, existing revertible State Highway easement, perpetual easement for inlet ditch and perpetual right to discharge

DESCRIPTION OF OPEN SPACE

4.001 ACRES

Page three

ALL as shown on the Plat of Chestnut Hill Cove Section One
Plat Two recorded among the Land Records of Anne Arundel County,
Maryland in Liber Folio

BEING part of the conveyance from the Maryland Title
Guarantee Company to Resource and Property Management, Inc. Deed
dated January 21, 1982, and recorded among the aforesaid Land
Records in Liber 3468 Folio 572.

EXHIBIT I

DESCRIPTION OF RECREATION AREA 3 BOOK 4285 PAGE 235
1.112 ACRES
CHESTNUT HILL COVE
SECTION ONE PLAT THREE
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

1/20/86
RJN/bmk

BEGINNING for the same at a point numbered 188 on the Northern shoreline of Gambrill Cove at the Southeasternmost boundary of Chestnut Hill Cove Section One Plat Three intended to be recorded among the Land Records of Anne Arundel County, Maryland, shoreline of Gambrill Cove

- (1) North 67 degrees 48 minutes 48 seconds West 183.04 feet
thence
- (2) North 51 degrees 47 minutes 20 seconds West 59.82 feet
thence
- (3) North 15 degrees 20 minutes 32 seconds West 20.01 feet
thence
- (4) North 29 degrees 49 minutes 40 seconds West 96.44 feet
thence
- (5) North 41 degrees 54 minutes 55 seconds West 56.49 feet
thence
- (6) North 27 degrees 53 minutes 50 seconds East 38.47 feet
thence
- (7) North 20 degrees 57 minutes 21 seconds West 50.33 feet
thence
- (8) North 43 degrees 31 minutes 48 seconds West 97.23 feet
thence leaving Gambrill Cove

DESCRIPTION OF RECREATION AREA 3

1.112 ACRES

- (9) North 53 degrees 09 minutes 49 seconds East 138.66 feet
thence
- (10) South 04 degrees 20 minutes 11 seconds East 34.96 feet
thence
- (11) North 85 degrees 39 minutes 49 seconds East 56.00 feet
thence
- (12) South 04 degrees 20 minutes 11 seconds East 332.00 feet
thence
- (13) North 85 degrees 39 minutes 49 seconds East 78.00 feet
thence to the West side of Springhouse Lane with said side of said
Lane
- (14) South 04 degrees 20 minutes 11 seconds East 32.54 feet
thence
- (15) South 63 degrees 58 minutes 42 seconds East 81.12 feet
thence
- (16) South 85 degrees 39 minutes 49 seconds East 22.00 feet to
the Easternmost boundary of Chestnut Hill Cove Section One Plat
Three, thence with said line
- (17) South 85 degrees 39 minutes 49 seconds West 73.78 feet to
the point of beginning

CONTAINING 1.122 acres of land subject to a 15 foot storm drain
easement, a tree conservation buffer area

DESCRIPTION OF RECREATION AREA 3

1.112 ACRES

BEING part of the conveyance from the Maryland Title Guarantee Company to Resource and Property Management, Inc., Deed dated January 21, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3468 Folio 572.

DESCRIPTION OF RECREATION AREA 4
0.279 ACRES1/16/87
RJN/bmkCHESTNUT HILL COVE
SECTION ONE PLAT TWO
THIRD DISTRICT

ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point number 372 on the Southernmost portion of the Plat entitled Chestnut Hill Cove Section One Plat Two intended to be recorded among the Land Records of Anne Arundel County, Maryland thence referring the courses of this description to the Maryland State Grid Meridian

- (1) North 85 degrees 41 minutes 51 seconds West 133.21 feet
thence
- (2) North 00 degrees 07 minutes 46 seconds East 94.01 feet
thence
- (3) North 85 degrees 44 minutes 04 seconds East 126.00 feet
thence
- (4) South 04 degrees 16 minutes 07 seconds East 93.65 feet
to the point of beginning

CONTAINING 0.279 acres of land subject to a storm drain easement, perpetual right-to-discharge 25 foot storm drain easement and a tree conservation buffer area.

BEING part of the conveyance from the Maryland Guarantee Company to Resource and Property Management, Inc., Deed dated January 21, 1982, and recorded among the aforesaid Land Records in Liber 3468 Folio 572.

Chestrec.Area

DESCRIPTION OF RECREATION AREA 4
0.589 ACRES
CHESTNUT HILL COVE
SECTION ONE PLAT THREE
THIRD DISTRICT

11/17/86
DC/esm

BEGINNING for the same at a point number 372 on the Westernmost side of Springhouse Lane at the boundary between Chestnut Hill Cove Section One Plat Two and Three intended to be recorded among the Land Records of Anne Arundel County, Maryland, thence running along said side of said Lane

- (1) South 04 degrees 20 minutes 11 seconds East 204.63 feet thence leaving said Lane
- (2) South 85 degrees 39 minutes 49 seconds West 36.54 feet thence
- (3) North 61 degrees 17 minutes 50 seconds West 17.72 feet thence
- (4) North 04 degrees 20 minutes 11 seconds West 178.00 feet thence
- (5) South 61 degrees 00 minutes 15 seconds West 94.89 feet thence
- (6) North 00 degrees 07 minutes 46 seconds East 56.81 feet within Plat Three and 94.01 feet within Plat Two thence
- (7) North 85 degrees 44 minutes 04 seconds East 126.00 feet to the Westernmost side of Springhouse Lane thence with said side of said Lane
- (8) South 04 degrees 16 minutes 07 seconds East 93.65 feet to

DESCRIPTION OF RECREATION AREA 4

0.589 ACRES

Page two

the point of beginning

CONTAINING 0.589 acres of land subject to a storm drain easement, perpetual right-to-discharge 25 foot storm drain easement and a tree conservation buffer area.

BEING part of the conveyance from Maryland Title Guarantee Company to Resource and Property Management, Inc. Deed dated January 21, 1982 and recorded among the aforesaid Land Records in Liber 3468, Folio 572.

1/19/87
RJN/bmk

DESCRIPTION OF OPEN SPACE
4.341 ACRES
CHESTNUT HILL COVE
SECTION ONE PLAT THREE
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point on the boundary line of Joseph P. White property.

Said point also shown as number 683 on the Plat entitled Chestnut Hill Cove Section One Plat Three intended to be recorded among the Land Records of Anne Arundel County, Maryland, thence leaving said boundary the following courses and distances

- 1) North 85 degrees 41 minutes 51 seconds East 127.05 feet
thence
- 2) South 00 degrees 07 minutes 46 seconds West 56.81 feet
thence,
- 3) North 61 degrees 00 minutes 15 seconds East 94.89 feet
thence,
- 4) South 04 degrees 20 minutes 11 seconds East 178.00 feet
thence,
- 5) South 61 degrees 17 minutes 50 seconds East 17.72 feet
thence,
- 6) North 85 degrees 39 minutes 49 seconds East 36.54 feet
thence the West side of Springhouse Lane following said side of
said Lane
- 7) South 04 degrees 20 minutes 11 seconds East 129.53 feet
thence,

DESCRIPTION OF OPEN SPACE

- 8) South 04 degrees 42 minutes 34 seconds West 121.78 feet
thence leaving said side of said Lane
- 9) South 80 degrees 15 minutes 38 seconds West 130.00 feet
thence,
- 10) South 09 degrees 44 minutes 22 seconds East 136.00 feet
thence
- 11) North 80 degrees 15 minutes 38 seconds East 100.00 feet
thence,
- 12) South 09 degrees 44 minutes 22 seconds East 9.00 feet
thence,
- 13) North 80 degrees 15 minutes 38 seconds East 35.52 feet
thence West side of Springhouse Lane following said side of said
Lane
- 14) South 04 degrees 20 minutes 11 seconds East 10.00 feet
thence leaving said side of said Lane
- 15) South 85 degrees 39 minutes 49 seconds West 196.00 feet
thence,
- 16) South 04 degrees 20 minutes 11 seconds East 100.00 feet
thence,
- 17) South 85 degrees 39 minutes 49 seconds West 20.00 feet
thence,
- 18) North 04 degrees 20 minutes 11 seconds East 90.00 feet
thence,

DESCRIPTION OF OPEN SPACE

4.341 ACRES

- 19) South 85 degrees 39 minutes 49 seconds West 100.00 feet
thence,
- 20) South 04 degrees 20 minutes 11 seconds East 176.00 feet
thence,
- 21) North 85 degrees 39 minutes 49 seconds East 100.00 feet
thence
- 22) South 58 degrees 06 minutes 55 seconds West 21.62 feet
thence,
- 23) South 53 degrees 09 minutes 49 seconds West 100.00 feet
thence,
- 24) South 36 degrees 50 minutes 11 seconds East 136.00 feet
thence,
- 25) North 53 degrees 09 minutes 49 seconds East 95.37 feet
thence,
- 26) North 04 degrees 20 minutes 11 seconds West 8.61 feet
thence,
- 27) South 85 degrees 39 minutes 49 seconds West 10.0 feet
thence,
- 28) South 04 degrees 20 minutes 11 seconds East 45.42 feet
thence,
- 29) North 85 degrees 39 minutes 49 seconds West 156.00 feet
to a point on the West side of Springhouse Lane, thence with said
side of said road

DESCRIPTION OF OPEN SPACE

4.341 ACRES

- 30) South 04 degrees 20 minutes 11 seconds East 10.0 feet
thence leaving said Springhouse Lane,
- 31) South 85 degrees 39 minutes 49 seconds West 100.0 feet
thence,
- 32) South 04 degrees 20 minutes 11 seconds East 156.00 feet
thence,
- 33) North 85 degrees 39 minutes 49 seconds East 100.00 feet
to a point on the West side of Springhouse Lane, thence running
with said side of said Lane
- 34) South 04 degrees 20 minutes 11 seconds East 10.0 feet
thence leaving said Sside of said Lane
- 35) South 85 degrees 39 minutes 49 seconds West 100.00 feet
thence,
- 36) South 04 degrees 20 minutes 11 seconds East 156.00 feet
thence,
- 37) North 85 degrees 39 minutes 49 seconds East 68.00 feet
thence,
- 38) South 04 degrees 20 minutes 11 seconds East 10.0 feet
thence,
- 39) South 85 degrees 39 minutes 49 seconds West 78.00 feet
thence,
- 40) North 04 degrees 20 minutes 11 seconds West 332.00 feet
thence,

DESCRIPTION OF OPEN SPACE

4.341 ACRES

- 41) South 85 degrees 39 minutes 49 seconds West 56.00 feet
thence,
- 42) North 04 degrees 20 minutes 11 seconds West 34.96 feet
thence,
- 43) South 53 degrees 09 minutes 49 seconds West 138.66 feet
to East side of Gambrill Cove and running thence with said side of
said Cove the following courses
- 44) North 43 degrees 31 minutes 48 seconds West 26.83 feet
thence,
- 45) North 37 degrees 46 minutes 59 seconds West 75.98 feet
thence,
- 46) North 11 degrees 51 minutes 41 seconds West 127.36 feet
thence,
- 47) North 18 degrees 28 minutes 15 seconds West 53.10 feet
thence,
- 48) North 26 degrees 13 minutes 19 seconds West 74.69 feet
thence
- 49) North 14 degrees 25 minutes 15 seconds East 36.14 feet
thence,
- 50) North 27 degrees 08 minutes 59 seconds East 87.66 feet
thence,
- 51) North 38 degrees 44 minutes 27 seconds East 110.26 feet
thence,

DESCRIPTION OF OPEN SPACE

4.341 ACRES

52) North 16 degrees 57 minutes 58 seconds East 61.68 feet
thence,

53) South 50 degrees 53 minutes 09 seconds West 61.42 feet
thence,

54) South 58 degrees 16 minutes 02 seconds West 40.00 feet
thence,

55) South 38 degrees 33 minutes 19 seconds West 85.43 feet
to a point on the Southern most boundary of Joseph P. White
property and; thence leaving said side of Gambrill Cove and
running with the easternmost side of Joseph P. White property the
following courses

56) North 11 degrees 51 minutes 16 seconds East 470.22 feet
thence,

57) North 03 degrees 49 minutes 24 seconds West 98.51 feet
to the point of beginning

CONTAINING 4.341 acres more or less, subject to a 25 foot
storm drain,

Easement variable width storm drain easements, 25 utility
easement, perpetual right to discharge, non-tidal wetland area and
tree conservation buffer area

All as shown on the Plat Chestnut Hill Cove Section One
Plat Three recorded among the Land Records of Anne Arundel County,
Maryland in Liber Folio .

DESCRIPTION OF OPEN SPACE

BOOK 4285 PAGE 247
4.341 ACRES

Being part of the conveyance from the Maryland Title
Guarantee Company to Resource and Property Management, Inc. Deed
dated January 21, 1982, and recorded among the aforesaid Land
Records in Liber 3468, Folio 572.

12/3/86
DC/esm

DESCRIPTION OF COMMON AREAS
SPRINGHOUSE LANE, GARDENVIEW COURT
CHESTNUT HILL COVE
SECTION ONE PLAT THREE
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point on the Northeastern most boundary and Springhouse Lane

SAID point being numbered 55 on the subdivision plat entitled Chestnut Hill Cove Section One Plat Three intended to be THENCE binding on said Lane

- (1) South 04 degrees 20 minutes 11 seconds East 1,363.76 feet
- (2) South 85 degrees 39 minutes 49 seconds West 22.00 feet
- (3) North 63 degrees 58 minutes 42 seconds West 81.12 feet
- (4) North 04 degrees 20 minutes 11 seconds West 32.54 feet
- (5) North 85 degrees 39 minutes 49 seconds East 32.00 feet and
- (6) North 04 degrees 20 minutes 11 seconds West 432.00 feet thence to the south side of Gardenvieew Court thence binding on said Court
- (7) South 85 degrees 39 minutes 49 seconds West 156.00 feet
- (8) South 04 degrees 20 minutes 11 seconds East 54.58 feet
- (9) South 85 degrees 39 minutes 49 seconds West 10.00 feet
- (10) North 36 degrees 50 minutes 11 seconds West 128.74 feet
- (11) North 58 degrees 06 minutes 55 seconds East 21.62 feet
- (12) North 04 degrees 20 minutes 11 seconds West 86.00 feet
- (13) North 85 degrees 39 minutes 49 seconds East 216.00 feet

DESCRIPTION OF COMMON AREAS

SPRINGHOUSE LANE

Page 2

to the west side of Springhouse Lane thence binding on said Lane

- (14) North 04 degrees 20 minutes 11 seconds West 110.00 feet
- (15) South 80 degrees 15 minutes 38 seconds West 35.52 feet
- (16) North 09 degrees 44 minutes 22 seconds West 145.00 feet
- (17) North 80 degrees 15 minutes 38 seconds East 30.00 feet
- (18) North 04 degrees 42 minutes 34 seconds East 121.78 feet
- (19) North 04 degrees 20 minutes 11 seconds West 334.16 feet

and

- (20) North 85 degrees 41 minutes 51 seconds East 60.00 feet

to the point of beginning

CONTAINING 2.749 acres

SUBJECT to a tree conservation buffer area, private road and easements for sewer, water, gas, electric, and telephone utilities all as shown on the plat of Chestnut Hill Cove Section One Plat Three intended to be recroded herewith.

Mail to Bay State Title

THIS DEED made this 17 day of July, 1990, by and between 4433 Corporation, a Maryland Corporation ("GRANTOR") and the Chestnut Hill Cove Homeowners Association, Inc., a Maryland Corporation, ("GRANTEE").

WITNESSETH: That for the purpose of satisfying the covenants contained in the Declaration of Covenants, Conditions and Restrictions made by 4433 Corporation dated January 27, 1987, and recorded among the Land Records of Anne Arundel County in Liber No. 4246, folio 278, hereinafter called "Subject Declaration", Grantor, without consideration, does hereby grant and convey unto Chestnut Hill Cove Homeowners Association, Inc., its successors and assigns, in fee simple, but subject to the covenants, conditions and restrictions contained in the Subject Declaration, including the reservations hereinafter specifically set forth, all those parcels of ground and premises, situate, lying and being in the Third District of Anne Arundel County, State of Maryland, as shown on Plats Three, Seven, Eight, Nine, Ten and Eleven Section Two of Chestnut Hill Cove, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 108, folios 16, 21, 22, 23 and 24 and more particularly described on Exhibit "A" attached hereto and made a part hereof.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the tracts or parcels of ground and premises, above described and mentioned, together with the rights, privileges, appurtenances and advantages thereto belonging and appertaining unto and to the proper use and benefit of Chestnut Hill Cove Homeowners Association, Inc., its successors and assigns, in fee simple, all however, subject to the covenants, conditions and restrictions contained in the Subject Declaration, including particularly, but not by way of limitation, the following reservation: Grantor hereby reserves the right to discharge surface water on the land hereby granted, and to lay, install, construct, place and maintain on, over, or under the said land, or any portion thereof, pipes, mains, conduits, drains, lines and other facilities for water, storm, sewer, sanitary sewer, gas, electric, telephone, television transmittal and other public utilities, to provide adequate utility and other services to any lot now or hereafter laid out on the land shown on the aforesaid plats or the general area in which same is located, together with the right and privilege of entering upon said land for such purposes and making openings and excavations therein, provided that same be covered and the ground be restored and left in good condition, all hereby reserved by Grantor for itself, its successors and assigns, including Anne Arundel County, Maryland and any utility company, to whom Grantor may grant, convey, transfer, set over and assign the same, or any part thereof.

M. ERLE BLOOMER
OF CL. CIRCUIT COURT
RECORD FEE 14.00
POSTAGE 1.00
RECORDING FEE 10.00
TOTAL 25.00

M. ERLE BLOOMER
OF CL. CIRCUIT COURT

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Anne Arundel County

NO TAXES NECESSARY
8-3-90
CONTROLLER
TAX DIVISION

NO TRANSFER NECESSARY

VENNIPITH H. TSCHANTRÉ

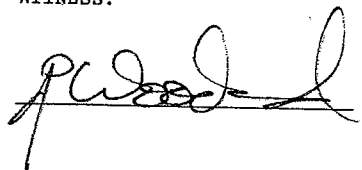
By *clp 3rd* Date 8-3-90

Handwritten initials

AND Grantor covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed, except as set forth in the Subject Declaration; that it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite; and, further, Grantor certifies through Stewart J. Greenebaum, President, 4433 Corporation, executing these presents for and on behalf of the corporate Grantor, that the instant grant of the above described property is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of Grantor.

WITNESS the hand and seal of Grantor, the day and year first written above.

WITNESS:



4433 CORPORATION

BY Stewart J. Greenebaum, Pres. (SEAL)
Stewart J. Greenebaum, President

CERTIFICATION

The undersigned, Stewart J. Greenebaum, President of 4433 Corporation, the Grantor named in the foregoing Deed, hereby certifies that the grant of the property described in the Deed, under and by virtue of the Deed, is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of 4433 Corporation.

4433 CORPORATION

BY Stewart J. Greenebaum, Pres.
Stewart J. Greenebaum, President
of 4433 Corporation

State of Maryland, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 16th day of July, 1990, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Stewart J. Greenebaum, President of 4433 Corporation, a body corporate, and acknowledged the foregoing deed to be the act and deed of the body corporate.

AS WITNESS My hand and Notarial Seal.

Cindy L. Mulligan
NOTARY PUBLIC

My Commission Expires: July 1, 1991
~~July 1, 1991~~

Recreation Area No. 9, 1.470, acres, more or less, as shown on the plat entitled "A Cluster Townhouse Subdivision CHESTNUT HILL COVE Section Two Plat Seven" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, folio 20, Plat No. 5595.

Part of Recreation Area No. 10, 2.824, acres, more or less; Open Space .433, acres, more or less; and Common Area 1.160, acres, more or less, all as shown on the plat entitled "A Cluster Townhouse Subdivision CHESTNUT HILL COVE Section Two Plat Eight" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, folio 21, Plat No. 5596.

Common Area 2.018, acres, more or less; Part of Recreation Area No. 10 .824, acres, more or less; and Open Space 1.291, acres, more or less, all as shown on the Plat entitled "A Cluster Townhouse Subdivision CHESTNUT HILL COVE Section Two Plat Nine" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, folio 22, Plat No. 5597.

THE above lots being a portion of all those lots which by Deed dated March 1, 1988 was granted and conveyed by Constellation Properties, Inc., unto the Grantor herein and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 4563, folio 432.

Part of Recreation Area No. 8 .412, acres, more or less, as shown on the plat entitled "A Cluster Townhouse Subdivision CHESTNUT HILL COVE Section Two Plat Nine" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, folio 22, Plat No. 5597.

Common Area .745, acres, more or less; Part of Recreation Area No. 8 .947, acres, more or less; and Open Space 2.632, acres, more or less, all as shown on the plat entitled "A Cluster Townhouse Subdivision CHESTNUT HILL COVE Section Two Plat Ten" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, folio 23, Plat No. 5598.

Common Area .838, acres, more or less; Recreation Area No. 5 .594, acres, more or less; and Open Space .282, acres, more or less, all as shown on the plat entitled "A Cluster Townhouse Subdivision CHESTNUT HILL COVE Section Two Plat Three" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, folio 16, Plat No. 5591.

THE above lots being a portion of all those lots which by Deed dated March 16, 1989 was granted and conveyed by Constellation Properties, Inc. unto the Grantor herein and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 4813, folio 171.

Part of Recreation Area No. 7 .985, acres, more or less; Open Space 1.810, acres, more or less; and Common Area .685, acres, more or less, as shown on the plat entitled "A Cluster Townhouse Subdivision CHESTNUT HILL COVE Section Two Plat Eleven" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, folio 24, Plat No. 5599.

THE above lots being a portion of all those lots which by Deed dated March 16, 1990 were granted and conveyed by Constellation Properties, Inc. unto the Grantor herein and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 5049, folio 25.

0201A

RETURN TO:
 EXECUTIVE TITLE GROUP, LTD
 Suite 105
 9 Reservoir Ct
 BALTO Md
 21205

Mail to

AMENDMENT AND RESTATEMENT OF DECLARATION OF,
COVENANTS, CONDITIONS AND RESTRICTIONS OF
CHESTNUT HILL COVE HOMEOWNER'S ASSOCIATION, INC.

X

THIS AMENDMENT AND RESTATEMENT OF DECLARATION, made this 23rd day of September, 1987, by 4433 CORPORATION, a body corporate of the State of Maryland (hereinafter referred to as "Declarant"), to amend and restate its earlier Declaration made the 27th day of January, 1987, and recorded among the Land Records of Anne Arundel County in Liber 4246, at page 278, and joined by Chestnut Hill Cove Homeowners Association, Inc. (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, Declarant previously executed a Declaration of Covenants, Conditions and Restrictions dated the 27th day of January, 1987, and caused the same to be recorded among the Land Records of Anne Arundel County in Liber 4246, folio 278; and

WHEREAS, the Declarant and the Association desire to further amend the Declaration of Covenants, Conditions and Restrictions and to restate the same as set forth herein, to the end and intent that this Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions of Chestnut Hill Cove Homeowner's Association, Inc. shall supercede and take the place of the Declaration of Covenants, Conditions and Restrictions; and

C/M

RECORD FEE 94.00
POSTAGE .50

WHEREAS, Declarant is the owner of all that certain property situate and lying in Anne Arundel County, State of Maryland, and described on Exhibit "A" attached hereto and incorporated herein; and

#028510 C345 R03 T11:38
01/20/88

WHEREAS, the Association is the owner of certain property situate and lying in Anne Arundel County and being more particularly described in a Deed dated March 2,

84
J.G.

NO TAXES NECESSARY
1/20/88
CONTROLLER
A.A. CO., MD.

1987, and recorded among the Land Records of Anne Arundel County in Liber 4285, at page 211, said property being Common Areas, Recreation Areas and Open Space; and

WHEREAS, the Declarant in the Declaration of January 27, 1987, erroneously included some property that it did not own and by this Amended Declaration of Covenants, Conditions and Restrictions intends to include and subject to the Covenants, Conditions and Restrictions only that property which it owns as described on Exhibit "A" attached hereto; and

WHEREAS, Article X, Section 3 of the Declaration of January 27, 1987, allows for amendment of said Declaration with an instrument signed by not less than ninety percent (90%) of the lot owners, and the Declarant and the Association are the owners of one hundred percent (100%) of the lots, and by execution of this instrument consent to the amendment of the Declaration of January 27, 1987, as stated herein.

NOW THEREFORE, Declarant hereby declares that all of the property 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 property or any part thereof, their personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Chestnut Hill Cove Homeowner's Association, Inc., a non-stock corporation of the State of Maryland, its successors and assigns.

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

Section 3. "Property" 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 owned or to be owned by the Association including all recreation areas, open space areas, Common Area, common areas, common space areas, tot lots, parking areas, roads, drives and rights-of-way, as shown on the plats of CHESTNUT HILL COVE, 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 plat of the Properties with the exception of the Common Area, and with the exception of the "Reserved Parcel" as designated on the Plat of Chestnut Hill Cove Section One, Plat Two, recorded among the Plat Records of Anne Arundel County in Plat Book 105, page 27, designated as Plat No. 5452, and to any and every plot of ground resulting from resubdivision or further subdivision thereto.

Section 6. "Declarant" shall mean and refer to 4433 CORPORATION, a body corporate of the State of Maryland, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Tree Conservation Buffer Area" shall mean and refer to that area designated as such on the record plat. (Disturbance in this area shall be restricted in accordance with Article VIII (l) and (m) of these Covenants.

Section 8. "Critical Area Setback Zone" shall mean and refer to that area designated as such on the record plat.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have the 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 sixty (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, or quasi-public authority 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 the same has been approved by two-thirds (2/3rds) of each class of members, agreeing to such dedication or transfer.

(d) The right of the Association to limit the number of guests of members.

(e) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.

(f) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves; provided, however, that such use shall not be for a period of more than five (5) years after the conveyance of the Common Area to the Association, or the sale of all the residential Lots within the aforesaid real property, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the Common Area or facilities thereon.

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

Section 3. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon, or by abandonment of his Lot.

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 (2) classes of voting memberships:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for

such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

BOOK 4534 PAGE 300

(b) Class B. Class B members 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:

- (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (2) Seven (7) years from the date of recordation of this Declaration.

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 Property, 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 attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall 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. Annual and Special Assessments. The assessments levied by the Association shall be for the exclusive purpose of promoting the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Area or portions thereof which said Owners are entitled to use and enjoy as herein set forth.

(a) Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Two Hundred Fifty-Two and 00/100 (\$252.00) per Lot, provided, however, that the maximum annual assessment for each Lot owned by the Declarant upon which no dwelling has been completed and a use and occupancy permit issued therefor, shall be zero percent (0%) of said amount until such Lot has had a dwelling completed thereon, and a use and occupancy permit issued therefor.

(i) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased each year not more than Ten Percent (10%) above the maximum assessment for the previous year without a vote of the membership as set forth in subparagraph (ii) below.

(ii) 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 Ten Percent (10%) by the 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.

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

(b) 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 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 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.

Section 3. Notice and Quorum for Any Action Authorized Under Section 2. Any action authorized under Section 2 shall be taken at a meeting called for that purpose, written notice of which 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 Percent (60%) of all 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 (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 4. Uniform Rate of Assessment. Except as provided to the contrary in Section 2 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the issuance of a Use and Occupancy Permit by Anne Arundel County for that Lot, provided, however, that Declarant shall have the right to defer commencement of the assessment for a period not to exceed twelve (12) months by its assumption of all of the obligations of the Association hereunder during such period and payment of all of the costs thereof. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal 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.

ARTICLE V
REMEDIES OF THE ASSOCIATION FOR
NONPAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in this Declaration which is not paid when due, shall be delinquent. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of Six Percent (6%) per annum, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article IV hereof) against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and reasonable attorney's fees, together with costs of action. Each Owner vests in the Association or its assigns the right and power to bring all actions at law or lien foreclosures against such Owner or other Owners for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States Mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the Properties are located; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at Association's option, include interest on the unpaid assessment at the legal rate, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of the laws of the State of Maryland applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file on record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifteen Dollars (\$15.00), to cover the costs of preparing and filing or recording such release.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and

remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust 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 VI
ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change (including change of external paint, paneling and the like) or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors 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 ninety (90) 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. Notwithstanding approval under this Article, compliance with the provisions of Article VII shall be required.

**ARTICLE VII
USE RESTRICTIONS**

In addition to all other covenants contained herein, the use of the Properties and each Lot therein is subject to the following:

Section 1. None of the Lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single family dwelling or townhouse dwelling.

Section 2. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant, its successors or assigns, may use the Property for a model home site and display and sales office during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except one (1) sign for each building site, of not

more than eighteen inches (18") by twenty-four inches (24"), advertising the property for sale or rent, or except signs used by Declarant, its successors or assigns, to advertise the property during the construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property; nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any property within the Properties, except in an area specifically designated and authorized for such by the Association. No truck or vehicle of greater than three-quarter ton capacity or greater than 7,000 lbs. maximum gross vehicle weight shall be permitted to remain on the Property, except that a commercial vehicle of greater capacity or weight may temporarily remain on the Properties for the minimum time necessary to permit the driver thereof to perform the business function to which the commercial vehicle relates.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two (2) or less dogs, cats or other household pets may be kept on the Lots subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the Properties which result in any annoyance or are obnoxious to residents in the vicinity. All such dogs, cats or other household pets shall not be permitted to run at large and must be under the control of its owner or authorized agent by a leash, cord, or chain while on the Properties. Each pet owner or authorized agent shall be responsible for the removal and proper sanitary disposal of all pet litter.

Section 7. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Committee. Nothing herein shall be deemed to apply to the storage on the Property by Declarant of building materials during, and for use in, the construction of the improvements on the Properties.

Section 9. No radio or television receiving or transmitting antennae, or free-standing antenna, tower, dish, or external apparatus, or like structure or device shall be installed or permitted on any lot.

Section 10. No fence may be erected or maintained in the front yard in the lot. Fences may be erected and maintained in the rear of the lot subject to the approval of the Architectural Control provisions of this Declaration.

Section 11. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(a) Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association in the case of Common Area, served by said installation shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

(b) The right granted in subparagraph (a) above shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, lines or cables, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 12. Easements over the Common Area for the installation and maintenance of electric, telephone, cable television, water, gas drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, until such time as Declarant has conveyed the Common Area to the Association, together with the right to grant and transfer the same. Declarant also reserves the right to enter on the Lots for the purpose of completing improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon.

Section 13. All Owners and occupants shall abide by the By-Laws and any rules and regulations adopted by the Association.

Section 14. No shed, outbuilding, frame or other lifting structure, or pool shall be permitted on any lot either permanently or temporarily. No playground equipment or

structure shall be permitted without the express permission and approval of the Board of Directors of the Association or Architectural Control Committee pursuant to Article VI hereof. In any event, no such play equipment or structure shall be permitted in the front yard of any lot.

Section 15. No dwelling or accessory structure including patios or decks but excluding fences shall be constructed within the Critical Area Setback Zone.

**ARTICLE VIII
DUTIES AND POWERS OF THE ASSOCIATION**

In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain and otherwise manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.
- (b) Pay any real and personal property taxes and other charges assessed against the Common Areas.
- (c) Have the authority to obtain, for the benefit of the Common Areas, all water, gas, sewer and electric service and refuse collection and to pay for such services.
- (d) Grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Common Areas and the Lots.
- (e) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.
- (f) Contract for and pay fire, casualty, liability and other insurance insuring the Association, Board of Directors and Owners with respect to the Common Areas.
- (g) Contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Areas and to employ personnel necessary for the operation of the project, including legal and accounting services, and including, without limitation, trash collection and snow removal.
- (h) Delegate its powers to its committees, officers and employees.

(i) At the request of the public body authorized to accept such, dedicate those portions of the Common Areas which are used for vehicular ingress and egress as public streets.

(j) Service and maintain (including replacement) any and all grinder pumps that are or may be installed on the Property.

(k) Service and maintain storm drain inlets and attenuation filters pursuant to the schedule attached hereto.

(l) Not remove any trees and vegetation or disturb any slopes or wetland areas in the tree conservation buffer areas, except if necessary, for the installation and maintenance of utilities, removal of dead trees and vegetation and trash, or as part of a grading permit which has been approved by Anne Arundel County and the Bay Watershed Forester.

(m) There shall be no filling or dredging of wetlands nor shall there be any dredging of shallow water areas to achieve navigable depths, unless the required governmental approvals shall have been obtained.

**ARTICLE IX
EXTERIOR MAINTENANCE**

Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as a Maintenance Assessment levied in accordance with Article IV hereof.

**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 restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Sections 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. Duration and 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, except for any change to the Critical Areas provision, unless the change is allowed by reason of a change in the state and local laws governing and regulating the same, 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 the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded. In addition, the Class B members shall have the right, without the consent or approval of the Class A members, to modify or amend this Declaration in order to meet the requirements of any governmental agency.

Section 4. Annexation. For a period of ten (10) years from the date of incorporation of the Association, the Declarant shall be permitted, without the assent of Class A members being required, to from time to time annex to the Property so much of any additional lands that are or become a part of the Chestnut Hill Cove Subdivision and so much of any additional lands within the general area of said Chestnut Hill Cove Subdivision acquired/developed by the Declarant, as Declarant shall wish to have so annexed. The Declarant shall further be permitted, without the assent of Class A members required, to amend this Declaration to include herein and subject to the covenants, conditions and restrictions, reservations, liens, charges and terms hereof to all lands annexed in accordance with this Section.

Section 5. FHA/VA Approval. To the extent required by Federal Statute and Regulations, 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 Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Encroachment Easement. Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall

be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

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IN WITNESS WHEREOF, the undersigned, being the Declarant and the Association herein, have executed this instrument this 23rd day of September, 1987.

WITNESS:

Susan M. Woodin

4433 CORPORATION

By: Steven S. Koren VP, 4433 (SEAL)
STEVEN S. KOREN
Vice President

Susan M. Woodin

CHESTNUT HILL COVE HOMEOWNERS ASSOCIATION, INC.

By: Steven S. Koren Pres. (SEAL)
STEVEN S. KOREN
President

**STORM DRAIN INLET AND ATTENUATION
FILTER MAINTENANCE SCHEDULE**

BOOK 4534 PAGE 310

1. Due to the fact that filters are subject to clogging by sediment, oil, grease, grit and other debris, one inch (1") of sand shall be removed annually to avoid a permanent ponding condition. After twelve inches (12") of sand have been removed, a twelve inch (12") bed of new sand shall be added. The replacement sand shall be coarse sand with an effective size of 0.6mm to 1.5mm and a uniformity co-efficient of less than 2.5.
2. Periodic inspection and cleaning to prevent natural or fill soils from intermixing with the sand filter bed. All contaminated sand shall be removed and replaced with uncontaminated sand.
3. All storm drain inlets shall be cleaned of debris annually at the time of sand replacement.
4. The filter cloth cover over the inlet skimmer devices and inlet drain devices shall be replaced annually or sooner if these devices are damaged. Said replacement shall be with new materials.
5. The sand removal/replacement and inlet maintenance shall be performed annually at or about the first thaw of each year.
6. This maintenance schedule refers to and covers all drain storm inlets and attenuation filters located on the properties that are not dedicated to and maintained by the Anne Arundel County Department of Public Works.

11/4/87
RK:cw

BOUNDARY DESCRIPTION OF SUBDIVISION BOOK 4534 PAGE 311
CHESTNUT HILL COVE
SECTION 1, PLATS TWO AND THREE
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at the intersection point of the Southwest right-of-way line of Maryland Route 173 (Fort Smallwood Road) as shown on Maryland State Roads Commission right-of-way Plats No. 46417 and 46601, with the southeast side of a transmission Right-Of-Way, 205 feet wide, conveyed by Ruth P. & George W. Bishop to Consolidated Gas Electric Light and Power Company of Baltimore, deed dated November 4, 1953 recorded among the Land Records of Anne Arundel County, Maryland in Liber 795, Folio 183 said intersection point being a concrete monument located South 32 degrees 34 minutes 20 seconds East 94.71 from monument number 101 as shown on the subdivision plat entitled Chestnut Hill Cove, Section One, Plat Two, recorded among the Plat Records of Anne Arundel County, Maryland, in plat book 105, page 27 thence binding on said Southwest right-of-way line of Maryland Route 173 and referring the courses of this description to the Maryland State Grid Meridian,

- (1) South 32 degrees 34 minutes 20 seconds East 220.86 feet,
thence
- (2) South 24 degrees 02 minutes 29 seconds East 101.12 feet
thence

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
SECTION 1, PLATS TWO AND THREE
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND
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- (3) South 29 degrees 24 minutes 17 seconds East 101.61 feet
thence
- (4) South 41 degrees 55 minutes 47 seconds East 412.21 feet,
thence
- (5) South 55 degrees 23 minutes 11 seconds East 75.58 feet
thence leaving said Maryland Route 173 and binding on the North
boundary line of the Joseph P. White property, deed recorded in
Liber 3376, Folio 19, Parcel No. 2.
- (6) South 73 degrees 02 minutes 40 seconds West 927.71 feet
thence binding on the West property line of the conveyance from
Charles D. and Margaret Tucker to Raymond R. and Jean A Bell
recorded among the aforesaid Land Records in Liber 491, Folio 476
- (7) South 04 degrees 16 minutes 07 seconds East 658.96 feet
thence still binding on the Raymond R. and Jean A. Bell property
and on the West boundary line of the Charles D. and Margaret Tucker
property, deed recorded among the aforesaid Land Records in Liber
360, Folio 92 and also binding on the West Lot line of Lot 131 as
shown on subdivision plat Carvel Beach recorded among the Plat
Records of Anne Arundel County, Maryland in Plat Book 2, Folio 26
- (8) South 04 degrees 20 minutes 11 seconds East 1437.54 feet
thence running Northerly along the Eastern shore mean high tide
lines of Gambrills Cove the nineteen (19) following bearings and
distances

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
SECTION 1, PLATS TWO AND THREE
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND
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- (9) North 67 degrees 48 minutes 48 seconds West 183.04 feet,
thence
- (10) North 51 degrees 47 minutes 20 seconds West 59.82 feet,
thence
- (11) North 15 degrees 20 minutes 32 seconds West 20.01 feet,
thence
- (12) North 29 degrees 49 minutes 40 seconds West 96.44 feet,
thence
- (13) North 41 degrees 54 minutes 55 seconds West 56.49 feet,
thence
- (14) North 27 degrees 53 minutes 50 seconds East 38.47 feet,
thence
- (15) North 20 degrees 57 minutes 21 seconds West 50.33 feet,
thence
- (16) North 43 degrees 31 minutes 48 seconds West 124.07 feet,
thence
- (17) North 37 degrees 46 minutes 59 seconds West 75.98 feet,
thence
- (18) North 11 degrees 51 minutes 41 seconds West 127.36 feet,
thence
- (19) North 18 degrees 28 minutes 15 seconds West 53.10 feet,
thence
- (20) North 26 degrees 13 minutes 19 seconds West 74.69 feet,
thence

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
SECTION 1, PLATS TWO AND THREE
THIRD DISTRICT
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- (21) North 14 degrees 25 minutes 15 seconds East 36.14 feet,
thence
- (22) North 27 degrees 08 minutes 59 seconds East 87.66 feet,
thence
- (23) North 38 degrees 44 minutes 27 seconds East 110.26 feet,
thence
- (24) North 16 degrees 57 minutes 58 seconds East 61.68 feet,
thence
- (25) South 50 degrees 53 minutes 09 seconds West 61.42 feet,
thence
- (26) South 58 degrees 16 minutes 02 seconds West 40.00 feet,
thence
- (27) South 38 degrees 33 minutes 19 seconds West 91.33 feet
thence binding on the Southeast boundary lines of Joseph P. White
property, deed recorded among the aforesaid Land Records in Liber
3376, Folio 19, Parcel No. 1.
- (28) North 11 degrees 51 minutes 16 seconds East 470.22 feet,
thence
- (29) North 03 degrees 49 minutes 24 seconds West 156.00 feet
thence binding on part of the North boundary line of the Joseph P.
White property as last mentioned
- (30) North 86 degrees 10 minutes 12 seconds West 131.03 feet

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
SECTION 1, PLATS TWO AND THREE
THIRD DISTRICT
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thence running for newly established division lines between future Section Two and the herein described Section One, Chestnut Hill Cove, the eight (8) following bearings and distances,

(31) North 06 degrees 45 minutes 41 seconds West 116.53 feet,
thence

(32) North 12 degrees 11 minutes 55 seconds West 121.33 feet,
thence

(33) North 04 degrees 43 minutes 13 seconds West 102.42 feet,
thence

(34) North 00 degrees 08 minutes 45 seconds West 182.95 feet,
thence

(35) North 29 degrees 03 minutes 33 seconds East 204.67 feet,
thence

(36) North 20 degrees 15 minutes 57 seconds East 37.18 feet
thence binding on the South side of proposed Chestnut Cove Drive,
60 feet wide

(37) With a curve to the left having a radius of 350.00 feet,
an arc length of 105.11 feet and being subtended by a chord North
79 degrees 44 minutes 23 seconds West 104.72 feet, thence crossing
said Chestnut Cove Drive

(38) North 01 degrees 39 minutes 24 seconds East 60.00 feet,
thence running on the Southwest boundary line of the herein
described Section One, adjacent to future Section Two

(39) North 40 degrees 29 minutes 18 seconds West 128.23 feet

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
SECTION 1, PLATS TWO AND THREE
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thence binding reversely on part of the 7th and all of the 6th lines, being the southeast side of said transmission right-of-way of the first mentioned conveyance

(40) North 50 degrees 43 minutes 22 seconds East 609.45 feet, thence

(41) North 52 degrees 01 minutes 22 seconds East 499.06 feet to the point of beginning

CONTAINING 34.705 acres of land, more or less

BEING part of the conveyance from Constellation Properties to 4433 Corporation deed dated March 4, 1987 and recorded among the aforesaid Land Records in Liber 4285, Folio 167.

SAVE AND EXCEPTING a RESERVED PARCEL containing 3.565 acres + described as follows:

BEGINNING for the same at a point located South 34 degrees 31 minutes 33 seconds East 76.87 feet from point number 1201 as shown on subdivision plat entitled "CHESTNUT HILL COVE", SECTION ONE, PLAT TWO, recorded among the plat records of Anne Arundel County, Maryland in Plat Book 105, Page 27 thence binding on the southwest side of proposed BRANDON WOODS BOULEVARD, 60 feet wide and

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
SECTION 1, PLATS TWO AND THREE
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND
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referring the courses of this description to the Maryland State
Grid Meridian,

- (1) South 34 degrees 31 minutes 33 seconds East 306.44 feet
thence with the arc of a curve to the left
- (2) Having a radius of 410.00 feet, an arc length of 92.29
feet and being subtended by a chord South 40 degrees 58 minutes 28
seconds East 92.10 feet thence
- (3) South 47 degrees 25 minutes 23 seconds East 57.78 feet,
thence
- (4) South 02 degrees 25 minutes 23 seconds East 35.36 feet
thence binding on the northwest side of proposed CHESTNUT COVE
DRIVE, 60 feet wide, the two following courses
- (5) South 42 degrees 34 minutes 37 seconds West 174.50 feet
thence with the arc of a curve to the right
- (6) Having a radius of 350.00 feet , an arc length of 118.12
feet and being subtended by a chord South 52 degrees 14 minutes 43
seconds West 117.56 feet thence binding on the proposed northeast
boundary line of a Recreation Area No. 1 and an Open Space Area as
shown on the first mentioned subdivision plat
- (7) North 39 degrees 16 minutes 38 seconds West 506.87 feet
thence binding reversely on part of the 7th and 6th lines, being
the southeast side of said transmission Right-Of-Way, of the first
mentioned conveyance

BOUNDARY DESCRIPTION OF SUBDIVISION
CHESTNUT HILL COVE
SECTION 1, PLATS TWO AND THREE
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND
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(8) North 50 degrees 43 minutes 22 seconds East 222.99 feet,
thence

(9) North 52 degrees 01 minutes 22 seconds East 102.96 feet
to the point of beginning

CONTAINING 3.565 acres of land, more or less

BEING part of the conveyance from Constellation Properties to 4433
Corporation, deed dated March 4, 1987, recorded among the aforesaid
Land Records in Liber 4285, Folio 167

SUPPLEMENT TO
AMENDMENT AND RESTATEMENT
OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
CHESTNUT HILL COVE
HOMEOWNER'S ASSOCIATION, INC.

BOOK 5051 PAGE 785

THIS SUPPLEMENT to Amendment and Restatement of Declaration, made this 23rd day of March, 1990, by 4433 CORPORATION, a body corporate of the State of Maryland (hereinafter referred to as "Declarant")

W I T N E S S E T H:

WHEREAS, Declarant previously recorded an Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions of Chestnut Hill Cove Homeowner's Association, Inc. (hereinafter "Declaration"), among the land records of Anne Arundel County in Liber 4534 Page 296; and

WHEREAS, Article X Section 4 of the Declaration permits the Declarant to amend the Declaration, without the assent of the Class A members to annex to the Property, as defined in the Declaration, any additional lands acquired by Declarant within the general area of Chestnut Hill Cove Subdivision.

WHEREAS, the Declarant desires to further amend the Declaration in accordance with Article X Section 4 thereof to annex additional lands owned by Declarant to include such annexed lands and subject them to the covenants, conditions, and restrictions, reservations, liens, charges and terms of the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit A attached hereto and made a part

hereof, shall be held, sold, and conveyed subject to the terms, conditions, easements, restrictions and covenants contained in the Declaration, as from time to time amended, which shall run with the real property and be binding on all parties having any right, title, or interest in the described Property.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this instrument this 23rd day of March, 1990.

ATTEST:

4433 CORPORATION

Michael J. Greenebaum
Michael J. Greenebaum,
Secretary

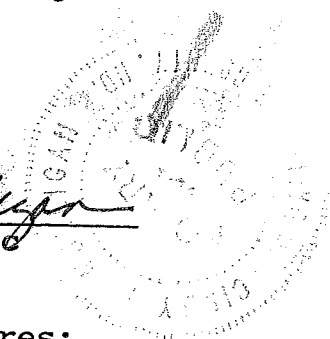
By: Stewart J. Greenebaum, Pres. (SEAL)
Stewart J. Greenebaum
President

STATE OF MARYLAND)
) SS
Balta COUNTY

I HEREBY CERTIFY that on March 23, 1990, before me, a Notary Public of the State of Maryland, personally appeared Stewart J. Greenebaum, who acknowledged himself to be the President of 4433 CORPORATION (the "Corporation") and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS, my hand and Notarial Seal.

Cindy L. Mulligan
Notary Public



My Commission Expires:

7-1-90

{2065.smw}

EXHIBIT "A"

BEGINNING FOR THE FIRST THEREOF AND BEING KNOWN AND DESIGNATED as Lots 101 through 106, Block 1, inclusive; Lots 107 through 112, Block 2, inclusive; and Lots 113 through 119, Block 3, inclusive, Plat 3, all as shown on the Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT 3," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 16, Plat No. 5591.

BEGINNING FOR THE SECOND THEREOF AND BEING KNOWN AND DESIGNATED as Lots 344 through 351, Block 26, inclusive, Plat 7, all as shown on the Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT 7," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 20, Plat No. 5595.

BEGINNING FOR THE THIRD THEREOF AND BEING KNOWN AND DESIGNATED as Lots 352 through 359, Block 27, inclusive; Lots 360 through 367, Block 28, inclusive; and Lots 368 through 375, Block 29, inclusive, Plat 8, all as shown on the Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT 8," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 21, Plat No. 5596.

BEGINNING FOR THE FOURTH THEREOF AND BEING KNOWN AND DESIGNATED as Lots 314 through 321, Block 30, inclusive; Lots 308 through 313, Block 31, inclusive; Lots 302 through 307, Block 32, inclusive; Lots 295 through 301, Block 33, inclusive; Lots 287 through 294, Block 34, inclusive; and Lots 282 through 286, Block 35, inclusive, Plat 9, all as shown on the Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT 9," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 22, Plat No. 5597.

BEGINNING FOR THE FIFTH THEREOF AND BEING KNOWN AND DESIGNATED as Lots 278 through 281, Block 36, inclusive; Lots 270 through 277, Block 37, inclusive; Lots 263 through 269, Block 38, inclusive; and Lots 258 through 262, Block 39, inclusive, Plat 10, all as shown on the Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT 10," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 23, Plat No. 5598.

BEGINNING FOR THE SIXTH THEREOF AND BEING KNOWN AND DESIGNATED as Lots 204 through 209, Block 40, inclusive; Lots 198 through 203, Block 41, inclusive; Lots 192 through 197, Block 42 inclusive; and Lots 187 through 191, Block 43, inclusive, Plat 11, all as shown on the Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT 11," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 24, Plat No. 5599.

EXHIBIT "A" continued...

BEGINNING FOR THE SEVENTH THEREOF AND BEING KNOWN AND DESIGNATED as Lots 217 through 224, Block 15, inclusive; Lots 225 through 228, Block 16, inclusive; Lots 229 through 234, Block 17, inclusive; Lots 235 through 238, Block 18, inclusive; Lots 245 through 249, Block 20, inclusive; and Lots 250 through 253, Block 21, inclusive, all as shown on the Plat entitled "REVISED PLAT, A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT 3 OF 5," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 119, Page 8, Plat No. 6232.

BEGINNING FOR THE EIGHTH THEREOF AND BEING KNOWN AND DESIGNATED as Lots 322 through 329, Block 23, inclusive; Lots 330 through 337, Block 24, inclusive; and Lots 338 through 343, Block 25, inclusive, all as shown on the Plat entitled "REVISED PLAT, A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT 4 OF 5," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 119, page 9, Plat No. 6233.

BEGINNING FOR THE NINTH AND BEING KNOWN AND DESIGNATED as COMMON AREA .838 Acres, Chesnut View Court, RECREATION AREA NO. 5, .594 Acres, OPEN SPACE .282 Acres, and OPEN SPACE AREA .754 Acres, as shown on the Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT THREE," as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 16, Plat No. 5591.

BEGINNING FOR THE TENTH AND BEING KNOWN AND DESIGNATED as OPEN SPACE AREA .802 Acres, OPEN SPACE AREA .178 Acres, and RECREATION AREA NO. 6 .681 Acres, as shown on the Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT FOUR," as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 17, Plat No. 5592.

BEGINNING FOR THE ELEVENTH AND BEING KNOWN AND DESIGNATED as RESERVED PARCEL .090 Acres, COMMON AREA .098 Acres and OPEN SPACE AREA .210 Acres, as shown on the Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT FIVE," as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 18, Plat No. 5593, and on amended Plat entitled "REVISED PLAT, A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT 2 OF 5," as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 119, Page 7, Plat No. 6231.

BEGINNING FOR THE TWELFTH AND BEING KNOWN AND DESIGNATED as OPEN SPACE AREA 1.462 Acres, OPEN SPACE AREA 1.342 Acres, COMMON AREA 1.571 Acres, Double Chestnut Court, and OPEN SPACE .096 Acres, as shown on the Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT SIX," as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 19, Plat No. 5594, and on amended Plat entitled "REVISED PLAT, A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT 3 OF 5," as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 119, Page 8, Plat No. 6232.

BEGINNING FOR THE THIRTEENTH AND BEING KNOWN AND DESIGNATED as OPEN SPACE AREA 1.876 Acres, OPEN SPACE AREA .156 Acres, RECREATION AREA NO. 9 1.470 Acres, and COMMON AREA .895 Acres, Tillerman Place, as shown on the Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT SEVEN," as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 20, Plat No. 5595, and on amended Plat entitled "REVISED PLAT, A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT 4 OF 5," as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 119, Page 9, Plat No. 6233.

BEGINNING FOR THE FOURTEENTH AND BEING KNOWN AND DESIGNATED as PUMPING STATION SITE .129 Acres, More or Less, PART OF RECREATION AREA NO. 10 2.824 Acres, COMMON AREA 1.160 Acres, Hollow Glen Court, and OPEN SPACE AREA .433 Acres, as shown on the Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESNUT HILL COVE, SECTION TWO, PLAT EIGHT," as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 21, Plat No. 5596.

BEGINNING FOR THE FIFTEENTH AND BEING KNOWN AND DESIGNATED as PART OF RECREATION AREA NO. 8 .412 Acres, PART OF RECREATION AREA NO. 10 .824 Acres, COMMON AREA 2.018 Acres, Swan Hill Court, and OPEN SPACE AREA 1.291 Acres, as shown on the Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT NINE," as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 22, Plat No. 5597.

EXHIBIT "A" continued...

BEGINNING FOR THE SIXTEENTH AND BEING KNOWN AND DESIGNATED as OPEN SPACE AREA .745 Acres, Veranda Court, OPEN SPACE AREA 2.632 Acres, and PART OF RECREATION AREA NO. 8 .947 Acres, all as shown on a Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT TEN," as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 23, Plat No. 5598, and on Amended Plat entitled "REVISED PLAT, A CLUSTER TONWHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT 5 OF 5," as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 119, Page 10, Plat No. 6234.

BEGINNING FOR THE SEVENTEENTH AND BEING KNOWN AND DESIGNATED as RECREATION AREA NO. 7 .985 Acres, OPEN SPACE AREA 1.810 Acres, and COMMON AREA .685 Acres, Arborwood Place, all as shown on a Plat entitled "A CLUSTER TOWNHOUSE SUBDIVISION, CHESTNUT HILL COVE, SECTION TWO, PLAT ELEVEN," as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 108, Page 24, Plat No. 5599.

Gerald Katz

SUPPLEMENT TO
AMENDMENT AND RESTATEMENT
OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
CHESTNUT HILL COVE
HOMEOWNER'S ASSOCIATION, INC.

THIS SUPPLEMENT to Amendment and Restatement of Declaration, made this 15th day of April, 1991, by 4433 CORPORATION, a body corporate of the State of Maryland (hereinafter referred to as "Declarant")

W I T N E S S E T H:

WHEREAS, Declarant previously recorded an Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions of Chestnut Hill Cove Homeowner's Association, Inc. (hereinafter "Declaration"), among the land records of Anne Arundel County in Liber 4534 Page 296 and a Supplement thereto recorded as aforesaid in Liber 5051 Page 785; and

WHEREAS, Article X Section 4 of the Declaration permits the Declarant to amend the Declaration, without the assent of the Class A members to annex to the Property, as defined in the Declaration, any additional lands acquired by Declarant within the general area of Chestnut Hill Cove Subdivision.

WHEREAS, the Declarant desires to further amend the Declaration in accordance with Article X Section 4 thereof in order to annex additional lands owned by Declarant to include such annexed lands and subject them to the covenants, conditions, and restrictions, reservations, liens, charges and terms of the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the

185

PA
RECORDED
APR 15 1991
FEE \$10.00
INDEXED
\$1.00

EXHIBIT "A"

BEGINNING FOR THE FIRST and being known and designated as Lots Nos. 173 through 178, inclusive, Block 12, and Open Space Common Area .159 Ac, as shown on the Plat entitled, "A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION THREE, A Resubdivision of Reserved Parcels Previously Recorded Chestnut Hill Cove Section Two, Plats 4 & 5 in Plat Book 108, Pages 17 and 18," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 135, Pages 39 and 40, Plat Nos. 7062 and 7063.

BEGINNING FOR THE SECOND and being known and designated as Lot Nos. 120 through 125, inclusive, Block 4, Lot Nos. 126 through 132, inclusive, Block 5, Lot Nos. 133 through 139, inclusive, Block 6, Lot Nos. 140 through 146, inclusive, Block 7, Lot Nos. 147 through 152, inclusive, Block 8, Lot Nos. 153 through 159, inclusive, Block 9, Lot Nos. 160 through 166, inclusive, Block 10, Lot Nos. 167 through 172, inclusive, Block 11, as shown on the Plat entitled, "Revised Plat, A Cluster Townhouse Subdivision, CHESTNUT HILL COVE, Section Two, an Administrative Subdivision of Blocks 4, 5, 6, 7, 8, 9, 10 and 11, Chestnut Hill Cove, Section Two", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 127, Pages 14 and 15, Plat Nos. 6638 through 6639.

BEGINNING FOR THE THIRD and being known and designated as Lot Nos. 210 through 216, inclusive, Block 14, as shown on Plat entitled, "Revised Plat, A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION TWO, an Administrative Subdivision of Block 14, Chestnut Hill Cove, Section Two Previously Recorded in Plat Book 108, Page 18," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 119, Page 7, Plat No. 6231.

BEGINNING FOR THE FOURTH and being known and designated as Lot Nos. 179 through 186, inclusive, Block 13, and Lot Nos. 254 through 257, inclusive, Block 22, as shown on the Plat entitled, "Revised Plat, A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION TWO, an Administrative Subdivision of Blocks 13 & 22 Chestnut Hill Cove, Section Two," which Plat is recorded among the Land Records of Anne Arundel County, in Plat Book 127, Page 13, Plat No. 6637.

BEGINNING FOR THE FIFTH and being known and designated as Lot Nos. 239 through 244, inclusive, Block 19, as shown on the Plat entitled, "A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION TWO, an Administrative Subdivision of Block 15, 16 17, 18, 19, 20, 21 Chestnut Hill Cove, Section Two Previously Recorded in Plat Book 108, Page 19," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 119, Page 8, Plat No. 6232.

BEGINNING FOR THE SIXTH and being known and designated as Open Space .259 Ac as shown on the Plat entitled, "A Cluster Townhouse Subdivision, CHESTNUT HILL COVE SECTION TWO, PLAT THREE," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 108, Page 16, Plat No. 5591.

BEGINNING FOR THE SEVENTH and being known and designated as Common Area 1.411 Ac., the Open Space .256 Ac. and the bed of Chestnut Manor Court, all as shown on the Plat entitled, "A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION TWO, PLAT FOUR," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 108, Page 17, Plat No. 5592.

BEGINNING FOR THE EIGHTH and being known and designated as Common Area .488 Ac, the Bed of Chestnut Moss Court as shown on the Plat entitled, "A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION TWO, PLAT FIVE," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 108, Page 18, Plat No. 5593.

BEGINNING FOR THE NINTH and being known and designated as Open Space .024 Ac. and Open Space .006 Ac. as shown on a Plat entitled "A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION TWO, PLAT TEN", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 108, Page 23, Plat No. 5598.

0334C

4433 Copy

1829 Register stamp Rd

-2- #416

SMITH MD 2/20/08

SUPPLEMENT TO
 AMENDMENT AND RESTATEMENT
 OF DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS OF
 CHESTNUT HILL COVE
 HOMEOWNER'S ASSOCIATION, INC.

THIS SUPPLEMENT to Amendment and Restatement of Declaration, made this 15th day of April, 1991, by 4433 CORPORATION, a body corporate of the State of Maryland (hereinafter referred to as "Declarant")

W I T N E S S E T H:

WHEREAS, Declarant previously recorded an Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions of Chestnut Hill Cove Homeowner's Association, Inc. (hereinafter "Declaration"), among the land records of Anne Arundel County in Liber 4534 Page 296 and a Supplement thereto recorded as aforesaid in Liber 5051 Page 785; and

WHEREAS, Article X Section 4 of the Declaration permits the Declarant to amend the Declaration, without the assent of the Class A members to annex to the Property, as defined in the Declaration, any additional lands acquired by Declarant within the general area of Chestnut Hill Cove Subdivision.

WHEREAS, the Declarant desires to further amend the Declaration in accordance with Article X Section 4 thereof in order to annex additional lands owned by Declarant to include such annexed lands and subject them to the covenants, conditions, and restrictions, reservations, liens, charges and terms of the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the

185

property described in Exhibit A attached hereto and made a part hereof, shall be held, sold, and conveyed subject to the terms, conditions, easements, restrictions and covenants contained in the Declaration, as from time to time amended, which shall run with the real property and be binding on all parties having any right, title, or interest in the described Property.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this instrument this ___ day of April, 1991.

ATTEST:

4433 CORPORATION

Michael I. Greenebaum
Michael I. Greenebaum,
Secretary

By: Stewart J. Greenebaum (SEAL)
Stewart J. Greenebaum
President

STATE OF MARYLAND)
Baltimore COUNTY)

ss

I HEREBY CERTIFY that on May 10, 1991, before me, a Notary Public of the State of Maryland, personally appeared Stewart J. Greenebaum, who acknowledged himself to be the President of 4433 CORPORATION (the "Corporation") and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS, my hand and Notarial Seal.

Candy L. Mulligan
Notary Public

My Commission Expires: 9/1/91



EXHIBIT "A"

BEGINNING FOR THE FIRST and being known and designated as Lots Nos. 173 through 178, inclusive, Block 12, and Open Space Common Area .159 Ac, as shown on the Plat entitled, "A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION THREE, A Resubdivision of Reserved Parcels Previously Recorded Chestnut Hill Cove Section Two, Plats 4 & 5 in Plat Book 108, Pages 17 and 18," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 135, Pages 39 and 40, Plat Nos. 7062 and 7063.

BEGINNING FOR THE SECOND and being known and designated as Lot Nos. 120 through 125, inclusive, Block 4, Lot Nos. 126 through 132, inclusive, Block 5, Lot Nos. 133 through 139, inclusive, Block 6, Lot Nos. 140 through 146, inclusive, Block 7, Lot Nos. 147 through 152, inclusive, Block 8, Lot Nos. 153 through 159, inclusive, Block 9, Lot Nos. 160 through 166, inclusive, Block 10, Lot Nos. 167 through 172, inclusive, Block 11, as shown on the Plat entitled, "Revised Plat, A Cluster Townhouse Subdivision, CHESTNUT HILL COVE, Section Two, an Administrative Subdivision of Blocks 4, 5, 6, 7, 8, 9, 10 and 11, Chestnut Hill Cove, Section Two", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 127, Pages 14 and 15, Plat Nos. 6638 through 6639.

BEGINNING FOR THE THIRD and being known and designated as Lot Nos. 210 through 216, inclusive, Block 14, as shown on Plat entitled, "Revised Plat, A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION TWO, an Administrative Subdivision of Block 14, Chestnut Hill Cove, Section Two Previously Recorded in Plat Book 108, Page 18," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 119, Page 7, Plat No. 6231.

BEGINNING FOR THE FOURTH and being known and designated as Lot Nos. 179 through 186, inclusive, Block 13, and Lot Nos. 254 through 257, inclusive, Block 22, as shown on the Plat entitled, "Revised Plat, A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION TWO, an Administrative Subdivision of Blocks 13 & 22 Chestnut Hill Cove, Section Two," which Plat is recorded among the Land Records of Anne Arundel County, in Plat Book 127, Page 13, Plat No. 6637.

BEGINNING FOR THE FIFTH and being known and designated as Lot Nos. 239 through 244, inclusive, Block 19, as shown on the Plat entitled, "A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION TWO, an Administrative Subdivision of Block 15, 16 17, 18, 19, 20, 21 Chestnut Hill Cove, Section Two Previously Recorded in Plat Book 108, Page 19," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 119, Page 8, Plat No. 6232.

BEGINNING FOR THE SIXTH and being known and designated as Open Space .259 Ac as shown on the Plat entitled, "A Cluster Townhouse Subdivision, CHESTNUT HILL COVE SECTION TWO, PLAT THREE," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 108, Page 16, Plat No. 5591.

BEGINNING FOR THE SEVENTH and being known and designated as Common Area 1.411 Ac., the Open Space .256 Ac. and the bed of Chestnut Manor Court, all as shown on the Plat entitled, "A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION TWO, PLAT FOUR," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 108, Page 17, Plat No. 5592.

BEGINNING FOR THE EIGHTH and being known and designated as Common Area .488 Ac, the Bed of Chestnut Moss Court as shown on the Plat entitled, "A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION TWO, PLAT FIVE," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 108, Page 18, Plat No. 5593.

BEGINNING FOR THE NINTH and being known and designated as Open Space .024 Ac. and Open Space .006 Ac. as shown on a Plat entitled "A Cluster Townhouse Subdivision CHESTNUT HILL COVE SECTION TWO, PLAT TEN", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 108, Page 23, Plat No. 5598.

0334C

4433 Copy
1829 Reisterstown Rd
#716
-2-
Bran M) 2/20/07

CHESTNUT HILL COVE
HOMEOWNER'S ASSOCIATION, INC.

SUPPLEMENT TO
AMENDMENT AND RESTATEMENT OF
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENT to Amendment and Restatement of Declaration, made this 23rd day of September, 1993, by 4433 CORPORATION, a Maryland corporation (the "Declarant").

W I T N E S S E T H

WHEREAS, Declarant previously recorded an Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions of Chestnut Hill Cove Homeowner's Association, Inc. (hereinafter "Declaration"), among the land records of Anne Arundel County, Maryland in Liber 4534 Page 296; a Supplement thereto recorded as aforesaid in Liber 5051 Page 785 and a further Supplement thereto recorded as aforesaid in Liber 5313 Folio 374; and

WHEREAS, Article X Section 4 of the Declaration permits the Declarant to amend the Declaration, without the assent of the Class A members to annex to the Property, as defined in the Declaration, any additional lands acquired by Declarant within the general area of Chestnut Hill Cove Subdivision; and

WHEREAS, The Declarant desires to further amend the Declaration in accordance with Article X Section 4 thereof in order to annex additional lands owned by Declarant to include such annexed lands and subject them to the covenants, conditions, and restrictions, reservations, liens, charges and terms of the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit A attached hereto and made a part hereof, shall be held, sold and conveyed subject to the terms, conditions, easements, restrictions and covenants contained in the Declaration, as from time to time amended, which shall run with the real property and be binding on all parties having any right, title, or interest in the described Property.

RECORD FEE 18.00
AL PROP 2.00
POSTAGE .50
#08530 1410 NOV 112:17

TW

11/03/93

IN WITNESS WHEREOF, the undersigned have executed this instrument on the day and year first above written.

WITNESS/ATTEST

DECLARANT

Cindy L. Mullyan

4433 CORPORATION

By: Stewart J. Greenebaum, (SEAL)
Stewart J. Greenebaum,
President

STATE OF MARYLAND
CITY/COUNTY OF Balta

I HEREBY CERTIFY that on ~~August~~ ^{Sept. 23}, 1993, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Stewart J. Greenebaum, who acknowledged himself to be the President of 4433 Corporation, a Maryland corporation, and that he, as such 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.

WITNESS my hand and Notarial Seal.

Cindy L. Mullyan
Notary Public
My Commission Expires 9/1/95

Description of Section Four
"CHESTNUT HILL COVE"

September 22, 1993

Beginning for the same at a point on the northwest side of Chestnut Cove Drive at the point designated 326 having Anne Arundel County coordinates of North 487461.93 and East 930931.31, all shown on a Plat entitled "A Cluster Townhouse Subdivision, CHESTNUT HILL COVE, Section One, Plat Two", dated September 1986, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 5452 in Plat Book 105 Page 27, running thence leaving said point of beginning, binding on the northwest side of said Chestnut Cove Drive,

1) southwesterly by a curve to the right having a radius 350.00 feet for a distance of 118.12 feet, said curve being subtended by a chord bearing South 52 degrees 14 minutes 44 seconds West 117.56 feet, running thence leaving said Chestnut Cove Drive, binding on the southwest side of the Reserved Parcel, containing 4.102 ac. shown on said plat,

2) North 39 degrees 16 minutes 38 seconds West 574.11 feet to intersect the northwest outline of said Plat, running thence binding on part of said northwest Plat outline, for part of the distance crossing the end of Brandon Woods Boulevard, shown on said Plat, in all,

3) North 49 degrees 30 minutes 42 seconds East 392.70 feet, running thence binding on the northeast side of Brandon Woods Boulevard, 60 foot wide, (Public Right of Way), shown on said Plat and reversing the bearings shown on said Plat, the three following courses, viz:

4) South 34 degrees 31 minutes 33 seconds East 389.57 feet (erroneously shown as 389.67 feet on said Plat) to the point designated 523 shown on said Plat,

5) southeasterly by a curve to the left having a radius 350.00 feet for a distance of 78.78 feet, said curve being subtended by a chord bearing South 40 degrees 58 minutes 28 seconds East 78.62 feet to the point designated 522 shown on said Plat and

6) South 47 degrees 25 minutes 23 seconds East 57.78 feet to the point designated 320 shown on said Plat, at the end of the cutoff leading from said Chestnut Cove Drive, running thence binding on the line of division between said Chestnut Cove Drive and said Brandon Woods Boulevard, shown on said Plat,

7) South 42 degrees 34 minutes 37 seconds West 60.00 feet to the point designated 332 shown on said Plat on the northeast side of said Brandon Woods Boulevard at the end of the cutoff leading from said Chestnut Cove Drive, running thence binding on said cutoff,

8) South 02 degrees 25 minutes 23 seconds East 35.36 feet to the point designated 331 shown on said Plat, running thence binding on the northwest side of said Chestnut Cove Drive,

9) South 42 degrees 34 minutes 37 seconds West 174.50 feet to the point of beginning.

Description of Section Four
"CHESTNUT HILL COVE"

September 22, 1993
page -2-

Containing 4.832 Acres of Land more or less.

Being all that Reserved Parcel containing 4.102 AC. and all of Brandon Woods Boulevard (Public Right of Way), both shown on a Plat entitled "A Cluster Townhouse Subdivision, CHESTNUT HILL COVE, Section One, Plat Two", dated September 1986, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 5452 in Plat Book 105 Page 27, also being part of that parcel of land described in a Deed, dated March 2, 1987, between Constellation Properties, Inc. and 4433 Corporation, recorded among the Land Records of Anne Arundel County, Maryland in Book 4285 page 167.

CHESTNUT HILL COVE
HOMEOWNER'S ASSOCIATION, INC.

SUPPLEMENT TO
AMENDMENT AND RESTATEMENT OF
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENT to Amendment and Restatement of Declaration, made this 23rd day of September, 1993, by 4433 CORPORATION, a Maryland corporation (the "Declarant").

W I T N E S S E T H

TW

WHEREAS, Declarant previously recorded an Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions of Chestnut Hill Cove Homeowner's Association, Inc. (hereinafter "Declaration"), among the land records of Anne Arundel County, Maryland in Liber 4534 Page 296; a Supplement thereto recorded as aforesaid in Liber 5051 Page 785 and a further Supplement thereto recorded as aforesaid in Liber 5313 Folio 374; and

RECORD FEE 18.00
REPRODUCTION 2.00
POSTAGE 1.50
LIBER 5313 FOLIO 374 11/2/93

WHEREAS, Article X Section 4 of the Declaration permits the Declarant to amend the Declaration, without the assent of the Class A members to annex to the Property, as defined in the Declaration, any additional lands acquired by Declarant within the general area of Chestnut Hill Cove Subdivision; and

WHEREAS, The Declarant desires to further amend the Declaration in accordance with Article X Section 4 thereof in order to annex additional lands owned by Declarant to include such annexed lands and subject them to the covenants, conditions, and restrictions, reservations, liens, charges and terms of the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit A attached hereto and made a part hereof, shall be held, sold and conveyed subject to the terms, conditions, easements, restrictions and covenants contained in the Declaration, as from time to time amended, which shall run with the real property and be binding on all parties having any right, title, or interest in the described Property.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the day and year first above written.

WITNESS/ATTEST

DECLARANT

Cindy L. Mulligan

4433 CORPORATION

By: Stewart J. Greenebaum, (SEAL)
Stewart J. Greenebaum,
President

STATE OF MARYLAND
CITY/COUNTY OF Balta

I HEREBY CERTIFY that on ~~August~~ ^{Sept. 23}, 1993, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Stewart J. Greenebaum, who acknowledged himself to be the President of 4433 Corporation, a Maryland corporation, and that he, as such 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.

WITNESS my hand and Notarial Seal.

Cindy L. Mulligan
Notary Public
My Commission Expires 9/1/95

Description of Section Four
"CHESTNUT HILL COVE"

September 22, 1993

Beginning for the same at a point on the northwest side of Chestnut Cove Drive at the point designated 326 having Anne Arundel County coordinates of North 487461.93 and East 930931.31, all shown on a Plat entitled "A Cluster Townhouse Subdivision, CHESTNUT HILL COVE, Section One, Plat Two", dated September 1986, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 5452 in Plat Book 105 Page 27, running thence leaving said point of beginning, binding on the northwest side of said Chestnut Cove Drive,

1) southwesterly by a curve to the right having a radius 350.00 feet for a distance of 118.12 feet, said curve being subtended by a chord bearing South 52 degrees 14 minutes 44 seconds West 117.56 feet, running thence leaving said Chestnut Cove Drive, binding on the southwest side of the Reserved Parcel, containing 4.102 ac. shown on said plat,

2) North 39 degrees 16 minutes 38 seconds West 574.11 feet to intersect the northwest outline of said Plat, running thence binding on part of said northwest Plat outline, for part of the distance crossing the end of Brandon Woods Boulevard, shown on said Plat, in all,

3) North 49 degrees 30 minutes 42 seconds East 392.70 feet, running thence binding on the northeast side of Brandon Woods Boulevard, 60 foot wide, (Public Right of Way), shown on said Plat and reversing the bearings shown on said Plat, the three following courses, viz:

4) South 34 degrees 31 minutes 33 seconds East 389.57 feet (erroneously shown as 389.67 feet on said Plat) to the point designated 523 shown on said Plat,

5) southeasterly by a curve to the left having a radius 350.00 feet for a distance of 78.78 feet, said curve being subtended by a chord bearing South 40 degrees 58 minutes 28 seconds East 78.62 feet to the point designated 522 shown on said Plat and

6) South 47 degrees 25 minutes 23 seconds East 57.78 feet to the point designated 320 shown on said Plat, at the end of the cutoff leading from said Chestnut Cove Drive, running thence binding on the line of division between said Chestnut Cove Drive and said Brandon Woods Boulevard, shown on said Plat,

7) South 42 degrees 34 minutes 37 seconds West 60.00 feet to the point designated 332 shown on said Plat on the northeast side of said Brandon Woods Boulevard at the end of the cutoff leading from said Chestnut Cove Drive, running thence binding on said cutoff,

8) South 02 degrees 25 minutes 23 seconds East 35.36 feet to the point designated 331 shown on said Plat, running thence binding on the northwest side of said Chestnut Cove Drive,

9) South 42 degrees 34 minutes 37 seconds West 174.50 feet to the point of beginning.

Description of Section Four
"CHESTNUT HILL COVE"

September 22, 1993
page -2-

Containing 4.832 Acres of Land more or less.

Being all that Reserved Parcel containing 4.102 AC. and all of Brandon Woods Boulevard (Public Right of Way), both shown on a Plat entitled "A Cluster Townhouse Subdivision, CHESTNUT HILL COVE, Section One, Plat Two", dated September 1986, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 5452 in Plat Book 105 Page 27, also being part of that parcel of land described in a Deed, dated March 2, 1987, between Constellation Properties, Inc. and 4433 Corporation, recorded among the Land Records of Anne Arundel County, Maryland in Book 4285 page 167.

FIRST AMENDMENT TO AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHESTNUT HILL COVE HOMEOWNER'S ASSOCIATION, INC.

This First Amendment to Amendment and Restatement of Declaration (hereinafter referred to as this "First Amendment"), made this 12th day of November, 1990, by 4433 CORPORATION, a body corporate of the State of Maryland (hereinafter referred to as "Declarant").

RECORD FEE 270.0
RE. PROP. 3.0
POSTAGE 5
ANNAPOLIS DISTRICT CLERK
MAY 11, 1990
44-00-CIRCUIT COURT

WITNESSETH:

WHEREAS, Declarant previously executed a Declaration of Covenants, Conditions and Restrictions dated the 27th day of January, 1987, and caused the same to be recorded among the Land Records of Anne Arundel County in Liber 4246, folio 278; and

WHEREAS, Declarant also previously executed an Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions dated September 23rd, 1987, and caused the same to be recorded among the Land Records of Anne Arundel County in Liber 4534, page 296; and

WHEREAS, Declarant previously executed a Supplement to Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions of Chestnut Hill Cove Homeowner's Association, Inc. and caused the same to be recorded among the Land Records of Anne Arundel County in Liber 5051, page 785; and

WHEREAS, the Declarant desires to further amend the Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, Article X, Section 3, allows for amendment of said Declaration with an instrument signed by not less than 90% of the Lot Owners; and

WHEREAS, at a duly convened meeting of Lot Owners held on November 12th, 1990, in excess of 90% of the Lot Owners approved an amendment to the Declaration as follows:

1. Article VII, Section 14 and Section 15 shall be deleted in their entirety and the following substituted in lieu thereof:

"Section 14. No outbuilding, frame or other lifting structure, or pool shall be permitted on any Lot either permanently or temporarily. No playground equipment, shed or structure shall be permitted without the expressed permission and approval of the Board of Directors of the Association and the Architectural Control Committee pursuant to Article VI hereof.

270

WITNESS:

Handwritten signature: Cindy R. Mulligan

Handwritten signature: Wallace J. Owings, II

Wallace J. Owings ,II

Handwritten signature: Francis M. Sweeney

Francis M. Sweeney

Handwritten signature: Jane Block

Jane Block

Handwritten signature: Joe Ungarvasky

Joe Ungarvasky

Handwritten signature: T. B. Lamartina

T. B. Lamartina

Handwritten signature: Richard Simoneau

Richard Simoneau

Handwritten signature: Kent A. Lutz

Kent A. Lutz

Handwritten signature: Marjorie O'Kane

Marjorie O'Kane

Handwritten signature: Sheridan L. Day

Sheridan L. Day

Handwritten signature: Nathan Day

Nathan Day

Handwritten signature: Robert Gilliland

Robert Gilliland

Handwritten signature: Marchelle K. Richardson

Marchelle K. Richardson

Handwritten signature: Timothy S. Biggs

Timothy S. Biggs

Handwritten signature: Deborah E. Biggs

Deborah E. Biggs

Handwritten signature: T.S. Marsden

T.S. Marsden

Handwritten signature: Harold Schwabline

Harold Schwabline

WITNESS:

Cindy R. Mulvey

Joanne Schwabline
Joanne Schwabline

David W. Schmidt
David W. Schmidt

Miles A. Cherkasky
Miles A. Cherkasky

Beth A. Sitka
Beth A. Sitka

Donald L. Emge
Donald L. Emge

Robert E. Sawyer
Robert E. Sawyer

D. Arnold
D. Arnold

Cynthia R. Howard
Cynthia R. Howard

Linda J. Buscema
Linda J. Buscema

Robert Tracey
Robert Tracey

D. Grimm
D. Grimm

K. Clark
K. Clark

Scott Santasania
Scott Santasania

Audrey Burns
Audrey Burns

S. Leavitt
S. Leavitt

Jane Block
Jane Block

WITNESS:

BOOK 6478 PAGE 791

David F. Ross

David F. Ross

Wallace J. Owings II

Wallace J. Owings II

Edward G. Burroughs

Edward G. Burroughs

Robert E. Sawyer

Robert E. Sawyer

J. Kevin Heiser

J. Kevin Heiser

Jack McCurn

Jack McCurn

Stephen G. West

Stephen G. West

Peter T. Tutrani

Peter Tutrani

Jeffrey M. Adler

Jeffrey M. Adler

Paul Ebner

Paul Ebner

Cathy Ebner

Cathy Ebner

Gregory P. Cincinnati

Gregory P. Cincinnati

Perry B. Huntley

Perry B. Huntley

Nathaniel Jones

Nathaniel Jones

Cindy L. Mulligan

WITNESS:

Mary

Mary Kavlick

Mary Kavlick

J. B. Stratton

J. B. Stratton

Calvin J. Alt, Jr.

Calvin J. Alt, Jr.

Robert J. Kaminski

Robert J. Kaminski

Steven T. Eastman

Steven T. Eastman

Dale Cushenbery

Dale Cushenbery

Paulette Anuszewski

Paulette Anuszewski

Randall S. Jones

Randall S. Jones

Trish Martin

Trish Martin

Terry Strother

Terry Strother

Robert Hardesty

Robert Hardesty

Jane Block

Jane Block

Glen Shields

Glen Shields

Tracy L. Garber

Tracy L. Garber

Denise M. Montiel

Denise M. Montiel

Kathleen Hilton

Kathleen Hilton

R. Kelly

Cindy

STATE OF MARYLAND
COUNTY OF BALTIMORE

I HEREBY CERTIFY that on the 12th day of November, 1990, personally appeared Michael I. Greenebaum, Vice President of 4433 Corporation, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the foregoing First Amendment to be his act and deed.

In witness whereof, I hereunto set my hand and official seal.

Cindy L. Mulligan
Notary Public

My Commission Expires: 9/1/95

STATE OF MARYLAND
COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this 12th day of November, 1990, before me, a Notary Public in and for the County and State aforesaid, personally appeared the above named individuals, known to me or satisfactorily proven to be the persons whose names are subscribed to the within Amendment to be their act and deed.

In witness whereof I hereto set my hand and official seal.

Cindy L. Mulligan
Notary Public

My Commission Expires: 9/1/95

BY LAWS
OF
CHESTNUT HILL COVE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the Corporation is CHESTNUT HILL COVE HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at Anne Arundel County, Maryland, but meetings of members and directors may be held at such place or places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II
DEFINITION

Section 1. "Association" shall mean and refer to CHESTNUT HILL COVE HOMEOWNER'S 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, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, in accordance with the Declaration.

Section 4. "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 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the 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 6. "Declarant" shall mean and refer to 4433 CORPORATION, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Land Records for Anne Arundel County, Maryland.

Section 8. "Member" shall mean and refer to those parties entitled to membership as provided in the Declaration.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meeting. 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 meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 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 the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes 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 discretion 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 notice. 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 cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, 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 the 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 by the member of his lot.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one year and at each annual meeting thereafter the members shall elect three (3) directors for a like term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote 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.

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 by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a 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 it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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, in respect to each vacancy, 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.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly 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 three (3) 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 use 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 sixty (60) days for infraction of published rules and regulations;

(c) exercise for 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 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:
 - (i) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; and
 - (ii) send written notice of assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and
 - (iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (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.
- (h) cause a Capital Improvement Fund to be established for the purpose of providing funds for making capital improvements to the common areas and other amenities belonging to the Association. The amount of said Fund and the source of such funds shall be determined by the Board of Directors of the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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 elected 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 elect 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.

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 offices 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 order and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

TREASURER

(c) 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 sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

SECRETARY

(d) 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 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.

ARTICLE XI COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

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 Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where 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 which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) 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 and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "CHESTNUT HILL COVE HOMEOWNER'S ASSOCIATION, INC."

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is 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 an conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. The Class B members shall have the right, without the consent or approval of the Class A members, to modify or amend the Declaration or these By-Laws in order to meet the requirements of any government agency.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of CHESTNUT HILL COVE HOMEOWNER'S ASSOCIATION, INC., a Maryland corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 2nd day of March, 1987.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 2nd day of March, 1987.

Charles E. Arnold
SECRETARY

ARTICLE XII
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THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 1987.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 1987.

SECRETARY

Chestnut Hill Cove Homeowner's Association
Homeowner Guidelines
March 1, 2001

A reason many of us purchased homes sites in the Chestnut Hill Cove Community was the blending of the community architecture with the natural beauty of the wooded area and water front location. To preserve and protect this setting we all signed and agreed to abide by the rules and covenants. The following guidelines were developed to help you in implementing your community regulations.

Written approval for exterior home improvements (e.g., fences, decks, patios, sheds, etc.) must be obtained from the Covenants Community, prior to commencing work. All improvements and alterations that effect the appearance of the community will be considered on a case by case basis. Existing structures or alterations do not set precedence for future changes. Approval by the homeowner's association does not release residents from the responsibility of obtaining required county building permits and approvals from the county environmental agencies.

Exterior Color

Exterior trim, shutters and doors must be maintained in the original color and good repair. Any color change must be approved by the covenants committee. When repainting, the board recommends that the front door and exterior shutters be the same color. Any color that varies from the original color must be approved by the covenants committee. The board is now in possession of up to date color chips for those interested in seeing these.

Maintenance of Lots and Improvements

Every homeowner and tenant is responsible to maintain their lot and the improvements on their lot in good order and condition, and to maintain the appearance thereof in accordance with the general appearance of Chestnut Hill Cove. Grass inside the property line must be kept cut and sidewalks should be swept clean of any grass clippings. No alteration (e.g., cutting down of trees, clearing underbrush, construction of structures, etc.) of common ground is permitted without the approval of the Landscaping Committee.

Common and Community Property

As implied, community property is just that. Homeowners are not permitted to take over adjacent community property as their own. All personal property shall remain within the confines of your property lines. This includes: patio furniture, playsets and other toys, wood piles etc. Homeowners that choose to landscape community property must do so in good taste, and in such a manner that is not objected to by the covenants committee.

Swingsets

Swingsets and other playground equipment are permitted within the boundary of homeowner's property lines. Further, equipment made of wood and plastic are acceptable. Metal playground equipment is not approved.

Fences

Fences are to be 72" in height and must be constructed of pressure treated lumber in a board on board (alternating board) style with a flat top. Corner posts may have a decorative top, subject to prior approval.

Decks

Decks must be made from pressure treated lumber and should be no longer than the width of the house. Rail post should be 4X4 square railings with 2X2 straight line balusters. No decorative corner post or balusters are permitted. No shades, lattice board or any other object may obstruct the view from surrounding homes above the upper deck rail line. Deck stains other than the natural wood color require prior approval.

Sheds

Sheds must be made of pressure treated lumber and the design require the approval of the covenants committee. Sheds may be no larger than 6' by 8' by 4' deep. Sheds are to be of "townhouse design". Stains other than the original color of the wood require approval. Sheds may be placed anywhere along the fence line in the backyards that are entirely enclosed, provided that the shed is not higher than the fence or visible from the street. Yards, which are not fenced in, require sheds to be placed either under the deck, up against the rear of the house or at the extreme rear of the yard. Placement is subject to the approval of the covenants committee.

Patios

Patios on the lower level may be constructed of pressure treated lumber, brick, flagstone, or aggregate stone. Patios of plain concrete slabs are permitted to the extent that they do not extend beyond the footprint of existing decks or deck that would be approved.

Trash Collection

Trash pick up days are Tuesday and Friday. Recycle material pick up day is Tuesday. In an effort to improve and maintain the community appearance homeowners are requested that:

1. All containers for storage or disposal of rubbish, trash, garbage, or other waste shall be kept in a clean and sanitary condition.
2. No garbage shall be set out for collection before 6:00 PM on the evening preceding a pick up day and empty containers be removed by 7:00 PM on the day of the pick up.
3. Containers once emptied, and between pick up days, must be placed in an out of sight location, in the back of the house. Trash cans and recycle bins may not be kept on the front porch.

Storm Doors

Storm doors must be full view and the color must match the color of the door trim.

Yard Sales

Yard Sales must be approved in advance by the covenants committee

Vehicle Repair and Restoration

In the interest of appearance and the maintenance of property values, no major repairs to motor vehicles and or boats shall be made on any lot or in the parking areas. This will include oil changes.

Vehicles

All vehicles must be registered in accordance to the laws of the State of Maryland. Commercial vehicles are not to be parked on any lot longer than necessary for the driver to perform the minimum functions to which the vehicle relates. As provided by the Maryland State Law, any vehicles with a gross weight of 10,000 lbs. Or more may not be parked in a residential area.

Parking

Although there is no assigned parking, please be considerate when your household owns more than two cars. Park additional vehicles in the spaces provided in the middle of the court. When driving to the marina, do not park in front of other homeowner's residences.

Boats

Boats and any other recreational vehicles may not be kept in the parking lot for more than twenty-four hours to allow cleaning, etc. Remember that the community has a boat/camper storage area.

Pets

Pets have become a major complaint and concern within the community. Please follow these guidelines.

1. Any waste deposited by a pet is the responsibility of the pet's owner. Please clean up after your pet.
2. All pets must be registered or licensed with the county.
3. All pets are to be on a leash or in full control of the owner when outside the residence or fenced in yard.
4. Pets are not to be chained up or restrained and left without supervision.
5. Pets are not to be left on decks for the day while the homeowner is away.
6. Constantly barking dogs are to be restrained by the owner immediately.
7. Cats are not to be left to freely roam the community.

If you have any questions or concerns regarding these guidelines or the community covenants please contact a member of the covenants committee or the community Management Company. The names and telephone numbers can be found in current issues of the community newsletter. Homeowners who rent out their property are requested to ensure that their tenants are aware of these guidelines.

**CHESTNUT HILL COVE BOATING FACILITIES
OPERATING REGULATIONS AND PROCEDURES**

I. AUTHORITY AND RESPONSIBILITY OF THE COMMITTEE

The boat committee is the authorized representative of the Chestnut Hill Cove Homeowners Association (CHCHOA), as regards management of the association's boating facilities, including the boat storage area, (herein referred to as the boat area).

1. The committee shall have the responsibility to develop and revise rules and regulations for the use and maintenance of the boat area, subject to adoption by the Chestnut Hill Cove Board of Directors, and said responsibilities shall include, but are not limited to:
 - a. establishment and enforcement of rules and regulations
 - b. initial resolution of disputes concerning use of the boat area.
 - c. recommendation to the Board concerning usage fees

II. MEMBERSHIP OF THE COMMITTEE

1. The Committee shall be appointed by the Board.
2. The Board shall strive to attain a Committee of at least (5) members as follows: (1) All must be property owners; (2) at least one shall be a slip holder; (3) one shall be on the slip waiting list; (4) one shall not be a slip holder and not be on the waiting list; (5) one Board member, whether or not a slip holder or on the waiting list, shall be an ex officio member of the Committee.
3. Term:
 - a. Initial term: One (1) member - one (1) year; Two (2) members - two (2) years; Two (2) members - three (3) years.
 - b. Subsequent terms: Each term thereafter shall be an appointment for three (3) years.
 - c. Vacancies: Any vacancies on the Committee shall be filled by the Board for the remainder of the term.
4. Chairman:
 - a. The chairman, a committee member, shall be elected by a majority vote of the members of the Committee and shall serve for one (1) year.
 - b. The chairman will also act as the Dock Master.
5. Dock Master:
 - a. General Responsibilities: The Dock Master shall be responsible for the day to day supervision of the use of the boat area and the enforcement of the rules and regulations concerning that use.
 - b. The Dock Master shall maintain the waiting list for slips and such other books and records as may be required by the Board of Directions or are otherwise necessary for the use and maintenance of the boat area.

III. COMMITTEE PROCEDURE

1. The committee shall meet on a quarterly basis and for such other special meetings as may be called by the chairman or as directed by the Board.
2. Issues or suggestions to the committee shall be submitted in writing through the CHCHOA management company.
3. The committee shall review the rules and regulations as required and make any revisions or corrections deemed necessary with approval by the Board of Directors.

IV. LEASE AND QUALIFICATIONS

All boat area users (hereinafter referred to as users) signing the Boater Registration Form, (Attachment A) shall have a license for use of the facility. The license shall be effective for a period of one year and will be subject to review prior to renewal. A person with whom a license is executed must:

- A. Be a resident owner of real estate in CHC or maintain the home as a legal residence during brief transient periods of absence. Determination of maintaining the slip during extended periods of absence will be evaluated by the Boating committee on a case by case basis.
- B. Be an individual of at least eighteen (18) years of age;
- C. Be a member in good standing of CHCHOA with all dues paid for the current year.
- D. Be the sole owner of, or be the owner of an interest at least equal to the largest percentage interest, in the boat for which the facility is leased, and be named on the title for such boat as an owner.
- E. The user must show proof of ownership of each year; be a current property owner and be current on all HOA dues and fees in order to continue to hold their slip. Failure to meet all of these conditions will result in the users name being placed at the bottom of the waiting list, and the slip being made available to the next name on the waiting list.

V. FEES

The committee is authorized to formulate for review and establishment by the Board of Directors a schedule of fees for use of the boat facilities. The Board shall establish on an annual basis the fee schedule. Invoices for usage fees will be issued by the Homeowners Association and must be paid by the stated due date.

1. There will be an annual fee for use of the boat ramp. Ramp fees will be billed with the normal CHCHOA dues billed in January. Fees must be received within thirty

(30) days from the date of invoicing. Users will then receive a sticker and gate key that allows them ramp access for the duration of the year.

2. There will be an annual fee for use of the boat storage area. Storage fees will be billed with the normal CHCHOA dues billed in January. Fees must be received within thirty (30) days from the date of invoicing. Users will then receive a sticker and gate key that allows them access to the storage area for the duration of the year. The CHCHOA reserves the right to remove any boat, at the owners expense, if dues are not paid within thirty days from the date of invoice.
3. There will be a "one time" access fee charged for the use of the boat slip area of the pier for residents who are non-slip holders. The slip area access fee will be collected by the Dock Master at the time of issuance of the code that allows them access to the slip area for as long as they maintain compliance to the facility rules and regulations.
4. There will be an annual fee for use of the boat slips and pier. Slip fees will be billed on an annual basis in March. Fees must be received within thirty (30) days from the date of invoicing. Users will then receive a sticker and slip assignment for a period of one (1) year. Owners who fail to pay dues within 30 days will forfeit their right to the slip, which will be made available to the next eligible owner on the waiting list.
5. A schedule of fees will be determined by the Board and will be published in the community newspaper.

VI. GENERAL RULES FOR USE OF BOAT AREA

1. All gates are to be locked **immediately upon entering or leaving** the boat ramp and storage areas. It is the responsibility of each boat owner to assure that the gates are locked after each use. Keys to the locks are issued to residents for their personal use and are not to be loaned to other persons. Gates are not to be opened for persons, who have not paid the annual fees. Residents who have their boats in the storage area and require the use of the boat ramp at the beginning of the season and/or at the end of the season only, may contact the Dock Master to arrange for a one-time use of the ramp.
2. Access to the boat ramp area is for the purpose of launching or retrieving boats only. Any other use for the boat ramp area, road or parking lot is not authorized. Vehicles and trailers may be left in the parking area while the boat is in the water, for a period up to 24 hours. Parking of boats on trailers in the boat ramp area is permitted for a period of 12 hours for purposes of minor repairs or cleaning. Boats left for periods longer than 12 hours are subject to towing at the owner's expense. Parking on the access road or on the grass areas is prohibited.
3. All users shall maintain their boats in a safe condition that shall not constitute a fire or other hazard, or they shall be removed from the area at owner's expense. No fuel, oil, lubricants, sewage or other waste shall be pumped, poured or dumped into the waters in the boat area. Waste from minor repairs or refinishing work is to be disposed of by

the owner in a proper manner. Only minor repairs to boats will be allowed in the boat area. No garbage or trash is to be left in the boat area.

4. All boats in the pier and ramp areas shall be operated in a safe and controlled manner. For purposes of both environmental damage and noise control, boaters will maintain a no wake zone in the Nabbs Creek area. Violation of the no wake rule will result in immediate loss of privileges. Excessive noise, particularly after 10:00 PM will not be tolerated, and will result in suspension or loss of privileges.
5. The CHCHOA covenants state that community boats must be kept in the boat storage area; boats and/or trailers may not be left in community parking areas or other common areas for longer than a three (3) hour period. Boats left more than three (3) hours will be subject to towing at the owner's expense.
6. Guests, outside contractors, agents, laborers or anyone else authorized access to a boat will not be permitted in the boat area or the storage area unless accompanied by the boat owner, unless prior arrangements have been made with the Dock Master.
7. All persons using the boat area will be expected to conduct themselves in a civil manner, respectful of their neighbors. Access to the boat area and other private community property is a privilege, not a right. Partying and any significant noise making after 10:00 P.M. and prior to 9:00 A.M. is expressly prohibited.
8. CHCHOA piers are private and are intended for the use of property owners. Residents with boats who are non-slip holders may use the pier to pickup and discharge passengers and materials only. They may not dock/moor their boat to the pier or leave it unattended at any time. Non-resident (Unauthorized) transient boats tied to these piers are advised by posting signs on the piers and by a notice to be placed on the boat that unauthorized docking at the pier is not permitted; if the boat is not removed within a twelve (12) hour period, the boat will be removed at the owner's expense. CHCHOA pier may not be used for commercial purposes. The Committee has the right to close the boat ramp or the piers due to repairs, inclement weather or any other safety reasons. Notice will be posted at the entrance when such conditions apply.
9. Any one who violates one or more of the rules and regulations for the boat area shall receive a warning letter by certified mail, return receipt requested. The letter shall inform the user of the regulations he/she has violated, and the steps and costs necessary to remedy the situation. The user shall have ten days to respond to this first warning by mail. The boat committee, after considering the response of the user, and if the situation has not already been remedied, shall then recommend a time-frame for compliance to the rules. If the violation is not corrected or adequately explained within this time-frame, the boat area user shall then lose his or her privileges. The only exceptions to this rule are for those offenses described below in paragraph 10, which warrant immediate loss of privileges.

10. Any of the following shall be grounds for automatic loss of boat area privileges for the user:

1. Extension of user privileges or access to any area to non-members.
2. Violation of the no-wake zone
3. Intentional dumping of oil, fuel, sewage or other potentially hazardous substance in the boat area.
4. Flagrant disregard for the rights of others.
5. Harassment or verbal abuse of the boat committee members.
6. Intentional damage of community property in the boat area.
7. Parking of boats or trailers in excess of time allowance in community parking areas.
8. Resident non-slip holders docking/mooring their boat to the pier or leaving their boat at the pier unattended at any time.

11. The Dock master shall have the authority to suspend boat area privileges of any user for any of the grounds set forth in Section 10. Boat area privileges in that event will be suspended pending an opportunity by the suspended user to protest the suspension. The Dock Master will provide the suspended user with an opportunity to protest the suspension in person within forty-eight (48) hours of receipt of a written protest. The suspended user, in the event of an adverse determination by the Dock Master, shall have ten (10) days thereafter to protest by mail to the chairman of the CHCHOA, Board of Directors, who will call for a special meeting of the boating committee. The boating committee will consider the protest and will then recommend, within ten (10) days of receipt of the protest, whether or not to uphold the suspension. If the suspended user does not protest the Dock Master's suspension within ten (10) days of the suspension, he or she shall be deemed to have waived any right to protest or appeal that determination.

12. Any suspension pursuant to these rules and regulations shall be for a period of sixty (60) days or such lesser amount as the Dock Master or boat committee (by majority vote) may determine. The boat committee shall be entitled to make the storage area, ramp, or slip used by the suspended user available to other users. If upon expiration of the suspension period such slips or other facilities are not immediately available, the suspended user will be placed on a waiting list as of the date the suspension period expired.

13. All users agree to indemnify and hold CHCHOA, the boat committee and their respective officers and directors harmless from all costs, claim and other liability, including without limitation, attorneys' fees, arising out of any violation of these rules and regulations. All users agree to waive any cause of action or right of recovery against CHCHOA, the boat committee and their respective officers and directors for any action taken by one or more of them in good faith. In any litigation involving the enforcement of these regulations, the user involved in such litigation agrees to be responsible for the boat committee's attorneys' fees in the event the boat committee is the prevailing party. In no event shall either the CHCHOA, the boat committee officers and directors be liable to any user for consequential damages.

14. Any community resident who desires an access code to use the slip area of the boat pier may have one pursuant to the following requirements;

- They must appear in person to receive the code from the Dock Master.
- They must be an adult resident owner of real estate in Chestnut Hill Cove and be a member in good standing of the CHC Home Owners Association
- They must Identify themselves through providing documentation for proof of residency in Chestnut Hill Cove.
- They must at all times comply with the posted pier utilization rules while on the facility.
- Transactions of access to the slip area of the boating pier will be monitored through the use of an infrared downloading device. Should the code be used by other members of their household, they must accept responsibility for the actions and behavior of those individuals.

VII. ADDITIONAL RULES FOR SLIP USERS

1. The use of the slip is for the assigned owner's craft only. He is forbidden to sub-let said slip or to allow the use thereof by any other person.
2. Boats must comply with the following boat specifications:
 - a. Length overall shall be no less than 16 feet nor greater than 34 feet
 - b. Beam shall not exceed 11 feet
 - c. Draft shall not exceed 5 feet
 - d. Committee will consider boat sizes other than listed.
3. Slips are assigned by the Dockmaster and can be changed at his discretion with written notice to the boat owner.
4. Boat must be currently registered with the appropriate authority in the State of Maryland and/or documented with the appropriate authority of the United States Government.
5. Users shall not use their slip as a residence. Users shall not spend more than forty eight (48) hours in any week aboard their boat.
6. Additions of any kind, such as rope holders, fenders, cleats, lockers, bumpers, etc., shall only be placed after written application has been made to and approved by the Dock Master.
7. The installation of any items approved in rule 6 above shall be made at the users expense and are to be removed if requested by the Dock Master.
8. The filling of fuel tanks while in the boat area is strictly prohibited.
9. The user is responsible for the conduct of all persons using, visiting or occupying his boat.
10. The user is responsible for the proper securing of his craft at all times while in the boat area. User will be held responsible for damages caused by his craft to any property of CHCHOA or property of others in the boat area, due to his negligence. (Such as worn lines, improper lines, improper handling of craft or improper securing of lines.)
11. Dinghies, canoes, sailboats or like craft shall be stored in the designated area only. Storage on pier, access ramp or shore line is prohibited.
12. It is distinctly understood that CHCHOA does not assume any responsibility concerning the care, attention, servicing or risk of any boat, accessories, equipment or property involved in this agreement, the safety of the property involved in this agreement, the safety of the crew, passengers or guests of such boats. It is further understood that since the use of the pier between shore and slip requires extreme caution on the part of the user, CHCHOA shall not be responsible of injuries to the user or his guest arising from the use of said pier.
13. All Community Pier users must comply with the rules outlined in attachment B.

Attachment A

**CHESTNUT HILL COVE
SLIP REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME PHONE: _____ BUSINESS PHONE: _____

MANUFACTURER OF BOAT: _____ YEAR _____

STATE REGISTRATION NUMBER _____ BOAT NAME: _____

LENGTH: _____ BEAM _____ DRAFT _____

TYPE OF POWER: GAS _____ DIESEL _____ OUTBOARD _____ INBOARD _____

INSURANCE COMPANY _____ POLICY NO. _____

EFFECTIVE DATES:

OTHER FAMILY MEMBERS: _____

(NAME AND RELATION) _____

I, the undersigned, have hereby registered my boat for use in the Chestnut Hill Cove boating area. I have received a copy of the rules and regulations, and have read and understand them. I acknowledge that by using any of the CHCHOA boating facilities, I am subject to all rules and regulations governing its use, and that I am responsible for ensuring that all family members and guests comply with these rules as well. I further acknowledge that failure to comply will result in the loss of privileges.

(SIGNATURE) _____ (DATE) _____

(COMMITTEE ACCEPTANCE) _____ (DATE) _____

SLIP # _____

Attachment B

**CHESTNUT HILL COVE
MARINA PIER UTILIZATION
RULES**

1. Small children and non-swimmers should wear PFD's (personal floatation devices) at all times while on the pier.
2. Familiarize yourself with the location of the life ring mounted on the pier.
3. Act responsibly - No roughhousing, running or dangerous behavior.
4. Use the trash receptacle provided for all trash.
5. No pets will be allowed on the pier except in transit to join owners on their boats.
6. Unless invited by the owner, DO NOT BOARD any boat moored at the pier.
7. No diving or swimming from pier.

**IF YOU ARE FISHING
OR CRABBING**

8. Clean all bait residue from the pier.
9. DO NOT CRAB in boat slips.
10. Connect crab lines to the pier only, not to boats or mooring lines.
11. Remove all lines from the pier when you are finished for the day.

If you observe anyone in violation of these rules, please contact the boat committee chairman, Bob Tracey at 360-2723. Those found in violation will lose their access privileges.

THIS IS TO ADVISE THAT THE BOARD OF DIRECTORS AT IT MEETING ON OCTOBER 18, 1995 VOTED AND UNANIMOUSLY APPROVED THE FOLLOWING RULE FOR THE COMMUNITY EFFECTIVE IMMEDIATELY.

ANY AND ALL MODIFICATIONS, ALTERATIONS OR OTHER TYPE OF CHANGES AFFECTING THE EXTERIOR OF THE DWELLING, OR ANY STRUCTURE APPERTAINING THERETO, INCLUDING WITHOUT LIMITATION, PLANTINGS, SHEDS, ETC. LOCATED ON THE LOT WITHIN THE ASSOCIATION SHALL FIRST BE APPROVED IN WRITING IN ACCORDANCE WITH THE PROVISIONS OF THE AMENDED AND RESTATED COVENANTS AND RESTRICTIONS DATED SEPTEMBER 23, 1987.

IN THE EVENT ANY OWNER FAILS TO COMPLY WITH THIS RULE AND REGULATION, THE ASSOCIATION MAY PURSUE THE REMEDIES SET FORTH IN ARTICLE IX, PROVIDED HOWEVER THE ASSOCIATION SHALL ALSO BE ENTITLED TO COLLECT LEGAL FEES AND COURT COSTS IT MAY INCUR IN CONNECTION THEREWITH.

NOTICE TO ALL CHESTNUT HILL COVE RESIDENTS

This is to advise that the Board of Directors of the Chestnut Hill Cove Homeowners Association met on January 17, 1995. At this meeting the Board adopted two new rules for the community. They are as follows:

1. No un-tagged or non-working automobile may be parked on community property. Any vehicle deemed by the Board to be in violation of this rule will be towed at the owner's expense.
2. Pet owners are responsible for cleaning up after their pets. Any owner not adhering to this rule will be subject to a fine of not less than Twenty-five (\$25.00) Dollars.

The above rules are effective February 1, 1995.

