

(Proposed Revision)

**SPRINGRIDGE AT HOWARDS WOODS**  
**DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS AND BYLAWS**

September 17, 2021

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**SPRINGRIDGE AT HOWARD'S WOODS**

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS  
AND EASEMENTS**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, dated [REDACTED], 2021, by the Association** (sometimes referred to hereinafter as the "Declarant").

**Explanatory Statements**

The Declarant is the community representative, for the real property comprising the "Springridge" Subdivision (the "Subdivision"), consisting of all of the land shown on the Subdivision Plats entitled "Springridge at Howards Woods", which Plats are recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 249, Pages 39 and 40 (Plats Nos. 13016 and 13017) and Plat Book 251, Page 5 (Plat No. 13082) (the "Plats").

The Declarant desires to subject the thirty-five (35) single family building lots in the Subdivision (the "Lots") to the Covenants, Conditions, Restrictions and Easements set forth below, which are enacted and imposed for the purpose of protecting the value and desirability of the Subdivision and the Lots.

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

## ARTICLE I

### Definitions

**Section 1. "Association"** shall mean and refer to Springridge at Howards Woods Homeowners Association, Inc., a Maryland non-stock corporation, its successors and assigns.

**Section 2. "Bylaws"** shall mean the initial corporate bylaws of the Association, a copy of which is attached hereto as Exhibit A.

**Section 3. "Builder"** shall mean any recognized homebuilder to which the Declarant may sell any Lot for the construction of a dwelling unit thereon.

**Section 4. "Common Areas"** shall mean all real property (including the improvements thereto), if any, owned by the Association for the common use and enjoyment of the Owners, including but not limited to reserved open spaces, recreation areas, maintenance areas, non-tidal wetlands, buffer areas, natural resource districts, steep slopes, private streets, storm water detention facilities, and any other real property or other facilities which the Association owns or with respect to which it is a licensee, or grantee or beneficiary of an easement, for the common use and enjoyment of the Owners.

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

**Section 6. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 7. "Properties" or "Property"** shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 8. "Authorized Visitor"** means a non-member individual that has been invited on to a Member's property.

## ARTICLE II

### Property Rights

**Section 1. Owners' Easements and Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas 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 Areas;
- (b) the right of the Association to suspend the voting rights and rights 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 Areas to any public agency, authority, or utility, for such purposes and subject to such conditions as may be

agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Areas and facilities to the members of their family, their tenants, **authorized visitors**, or contract purchasers who reside on the property.

### ARTICLE III

#### Membership and Voting Rights

**Section 1. Members.** 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. Membership Classes.** The Association shall have two classes of voting membership:

- (a) Class A - Class A members shall be all Owners, 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.
- (b) Class B - Class B members shall be the Builder whose membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
  - i) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership; or
  - ii) on December 31, 2007.

### ARTICLE IV

#### Covenant for Maintenance Assessments

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** Each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (a) annual assessments or charges; and,
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The **developer**, for each improved and occupied lot owned within the Subdivision, hereby covenants and agrees to pay annual assessments and special assessments for capital improvements, at the same rate established for and collected from Class A Members. For each Lot owned within the Subdivision, which Lot is unimproved or improved but not occupied, the **developer** hereby covenants and agrees to pay annual assessments and special assessments for capital improvements, at a rate of twenty-five percent (25%) of the assessments established for and collected from Class A Members; model houses and sales offices shall be deemed to come within this category. The annual and special assessments, together with interest,

costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall pass to each Owner's successors in title.

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

**Section 3. Maximum Annual Assessment.**

- (a) Until January 1st of the year immediately following the conveyance of the first lot to an Owner, the minimum annual assessment shall be Fifty Dollars (-\$ 50.00) and the maximum annual assessment shall be Two Hundred Dollars (\$200.00).
- (b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum annual assessment for the previous year without a vote of the membership.
- (c) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the maximum percentage by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (d) The Board of Directors may not fix the annual assessment at an amount in excess of the maximum permitted without the approval of the members as aforesaid.

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

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

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

**Section 7. Date of Commencement of Annual Assessments; Due Dates.** The Annual Assessments and Special Assessments provided for herein shall commence as to each Lot on the date that a Certificate of Occupancy is issued with respect to the dwelling to be constructed on such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to

every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Assessments may be remitted by the Members to the Association in one (1) annual payment, due on the 1st of April every year the Member is a Member of the Association.

**Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.**

- (a) Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of Eighteen Percent (18%) per annum; provided, however, that if said interest rate is higher than that permitted by law, then the highest interest rate permitted by law shall be applicable. The Board may also impose a uniform, "late charge," the amount of which shall be determined by the Board but in no event higher than that permitted by law. The annual and special assessments, together with interest costs and reasonable attorney's fees (allowable by courts), and the late charge, as may be determined by the Board, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (and all improvements thereon) in the manner as provided by Maryland law for the foreclosure of mortgages containing a power of sale. In either event, interest, costs and reasonable attorney's fees of any such action shall be added to the assessment, however, the provisions of the Maryland Contract Lien Act (Section 14-201. et seq., Real Property Article, Maryland Annotated Code) shall, if applicable, govern the establishment and enforcement of said lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot. If assessments are paid other than annually, and if any installment is not paid when due, then the Association may declare the entire annual assessment due and payable.
- (b) Pursuant to Section 11B-117 of Title 11B of the Maryland Real Property Code Ann., an Association lien of up to Twelve Hundred and 00/100 Dollars (\$1,200.00) is given first priority in cases of residential foreclosure.

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

**Section 10. Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority; and,
- (b) the Common Areas.



**ARTICLE V**  
**Architectural Control**

**Section 1. ARC Standards and Decisions**

- (a) All architectural changes made prior to the date of these Covenants will not be subject to the rules and regulations outlined in the sections below. All architectural changes made after the date of these amendments to the Documents not made in accordance with this Article may subject the Member to fines and penalties as set by the Board of Directors.
- (b) The Board of Directors may conduct semi-annual inspections of each Property to ensure compliance with these By-Laws. The Board of Directors will notify a Member of any violations observed, and provide an opportunity of a Member to correct said violations.
- (c) Subject to the Board of Director's approval, the Architectural Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration.
- (d) The decisions of the Architectural Committee shall be final; except that any Owner who is aggrieved by any action or inaction by the Architectural Committee may appeal the decision of the Architectural Committee to the Board of Directors. Upon the request of such Owner, he/she shall be entitled to a hearing before the Board of Directors. Agreement of two-thirds (2/3) of the Board of Directors shall be required to reverse the decision of the Architectural Committee.

**Section 2. Review Required.** No building, fence, wall, swimming pool or other structure, driveway, sidewalk, mailbox, landscaping or other improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration or improvement, including change of colors, wherein or thereon, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, elevation and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Review Committee (the "ARC") composed of three (3) individuals who shall be appointed by the Board of Directors of the Association. In the event that the ARC fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications, in appropriate form, have been submitted to it, then approval will not be required and this Article will be deemed to have been fully complied with.

**Section 3. Items Subject to Review.** The ARC shall have the specific authority to review and approve the following types of improvements and aspects thereof:

- (a) Design;
- (b) Size;
- (c) Landscaping;

- (d) Exterior finishes, colors and style, including types of finishes and colors of brick, siding, chimney and roofing materials;
- (e) Lamp post and mailbox (including newspaper receptacles) styles and colors;
- (f) Driveway and sidewalk layouts and materials;
- (g) Fence styles, materials, colors and locations; and,
- (h) Deck styles, locations, materials and colors.
- (i) Security Cameras and their wiring to ensure they are installed out of sight from the street of the other members with any and all wires contained in the structure siding and/or soffit.
- (j) Solar Devices: ARC approval is required. The proposed locations of the solar panels and all conduits, cables, boxes, etc., must be shown on the application. Minimizing visibility from the street or other lots to the extent possible should be a consideration. All conduits, cables, boxes (including inverter), etc., must be painted to match the color of the house, trim, or roof behind them within 30 days of the solar panel installation. Additional concealment such as trees, shrubs, placement behind walls, colored panels, etc., may be required

**Section 4. Criteria.** Denial of approval by the ARC may be based upon any ground, including purely aesthetic consideration. In order to provide guidance and to expedite approvals, the ARC may from time to time promulgate lists of materials, colors, finishes and other design elements which are acceptable to the ARC.

**Section 5. Expiration of Approval.** Construction of improvements in accordance with plans and specifications approved by the ARC pursuant to the provisions of this Article shall commence within one hundred eighty (180) days after the date of such approval and shall be completed within twelve (12) months after the date of approval, or within such other period (whether shorter or longer) as the ARC may specify in its approval, in its sole discretion. In the event that construction is not commenced within the aforesaid 180day period, then approval of the plans and specifications shall conclusively be presumed to have lapsed and compliance with the provisions of this Article shall again be required. Once construction of approved improvements has commenced, an Owner shall diligently pursue them to completion. After construction, all improvements shall be maintained continuously in strict conformity with the plans and specifications approved by the ARC and all applicable laws and regulations.

**Section 6. Declarant and Builder Exempt.** Notwithstanding anything to the contrary contained herein, any construction or development upon the Properties authorized by the Declarant (which shall include any work performed by Declarant's agents, employees, and contractors) shall be exempt from the requirement for architectural review and approval as described herein. Additionally, the Declarant, or its assignee, shall have the sole right of architectural review and approval with respect to any improvements constructed by a Builder.

**Section 7. Mailbox Replacement:** If a Member is in Good Standing as defined in these By-Laws, the Member may, upon approval by the Board of Directors, qualify for one (1) mailbox replacement every ten (10) years. The term "mailbox replacement" means that Board of Directors will deliver to the Member, a standard mailbox and hardware for the Member to install. The Board of Directors will develop and approve guidance for the procedure of Mailbox Replacement and communicate same to all Members.

## ARTICLE VI

### Use Restrictions

**Section 1. Permitted Uses.** No Lot shall be used except for (a) residential purposes, for single family residences; (b) a sales office or offices during the initial construction and sales period; and, (c) construction of single-family dwellings for sale.

**Section 2. Improvements.**

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

(b) All architectural changes made prior to the date of these Covenants will not be subject to the rules and regulations outlined in the sections below. All architectural changes made after the date of these amendments to the Documents not made in accordance with this Article may subject the Member to fines and penalties as set by the Board of Directors.

**Section 3. Fences.** No fence, wall or walls or other similar type structures shall be allowed except those approved by the ARC.

**Section 4. Clotheslines.** No drying or airing of any clothing, bedding or similar materials shall be permitted outdoors and within or upon any Lot other than within rear yards and between the hours of 8:00 A.M. and 5:00 P.M. on Monday through Friday and 8:00 AM. and 1:00 P.M. on Saturdays (except when any such day shall fall upon a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc. shall be stored out of sight other than during the times set forth herein.

**Section 5. Antennas.** An Owner may install, maintain and use on its Lot one (or, if approved, more than one) Small Antennae (as hereinafter defined) in the rear yard of a dwelling on the Lot, at such location, and screened from view from adjacent dwellings in such manner and using such trees, landscaping or other screening material, as are approved by the Architectural Review Committee. Notwithstanding the foregoing terms of this Section, if the requirement that a Small Antennae installed on a Lot be placed in the rear of a dwelling would impair such Small Antennae's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Lot where such installation, maintenance or use would not be impaired. If and to the extent that the requirement that such Small Antennae be screened would result in any such impairment, such approval shall be on terms not requiring such screening. If the prohibition against installing, maintaining and using more than one (1) Small Antennae would result in any such impairment, then such Owner may install on such Lot additional Small Antennae as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

(a) In determining whether to grant any approval pursuant to this Section, neither the Architectural Review Committee or the Board of Directors shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

- (b) As used herein, "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, Section 1.4000, as hereafter amended; and "Small Antennae" means any antennae (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such Regulation. Such antennae are currently defined thereunder as, generally, being one meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

**Section 6. Storm Doors.** Storm doors shall be wood or anodized aluminum and shall be painted the same color as either the door or trim of the house.

**Section 7. Vehicles; Garage Doors; Parking.**

- (a) No campers, vans, recreational vehicles, boats, trailers or other types of non-passenger vehicles or accessories may be kept on any lot unless the same are fully enclosed within a garage. No vehicles (including trailers and campers), except as may be classified as passenger cars or station wagons, shall be regularly parked in residential areas. Garage doors to dwelling units located on any Lot shall be kept closed at all times except as may periodically be required to permit vehicular and other necessary passage, provided that immediately after such passage, the garage doors are returned to a closed position.
- (b) No stripped down, partially wrecked, or junked motor vehicle or sizable part thereof, shall be permitted to be parked on any street in the Section or Subdivision or on any lot in such manner as to be visible to the Members of other lots within the Association or to the users of any street therein.
- (c) No vehicles, except for emergency vehicles, shall be parked at any time on any common areas (except established parking areas), fire lanes or restricted areas in the Association.
- (d) Campers, trailers, RVs, boats, etc. cannot be parked on the roadsides or on any common areas except designated parking areas for such parking and may not be parked overnight within the Association or upon any private lot without prior written authorization from the Association.
- (e) Parking on the shoulders of the roadway is permitted unless otherwise indicated provided there is no hazard to road traffic and the two right side wheels are off the roadway. If the vehicle is parked in the roadway it may be considered a safety violation and the vehicle may be towed.
- (f) All motor vehicles must be parked in an area designated and intended for parking. Parking within the front or rear yard is not permissible.
- (g) Vehicles exceeding 10,000 pounds gross vehicle weight are not permitted to park in amenity parking areas and may not park overnight within the Association or within a lot without prior authorization from the Association.
- (h) Except during the hours from 7:00 AM – 5:00 PM Monday through Sunday, vehicles with exterior storage of equipment and/or commercial markings must be parked within a garage, driveway or Member assigned parking space. New home construction areas are an exception.
- (i) If a Member/Tenant/Authorized Visitor is unable to move their vehicle from any Association parking area or roadside, they are to take precautionary safety measures and notify the Association office immediately.
- (j) Motorized vehicles left unattended on Association property and/or motorized vehicles that

constitute a road hazard and/or may impede snow removal may be removed by the Association at the vehicle owner's expense.

(k) Any road, shoulder or swale damage caused by vehicles shall be repaired at the expense of the Member responsible.

(l) Protective covers on the following items, including but not limited to boats, vehicles, motorcycles, golf carts, etc. that are stored on a private lot must be securely fastened and intact without holes or tears in the fabric. On vehicles, golf carts and motorcycles parked in the driveway on an improved lot, no tarps are allowed, only fitted covers. Vehicles, motorcycles, or golf carts parked in common areas or within guest/visitor parking may not be covered.

**Section 8. Noxious Activities.** No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property.

**Section 9. Signs.** During the sales period no signs may be displayed except those erected by Developer or Builder. Thereafter, only customary "For Rent" and "For Sale" signs, not exceeding two (2) square feet in size, may be displayed.

**Section 10. Animals.** No animals, livestock or poultry of any kind shall be kept, raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose. Dogs and cats shall be restrained by a leash when off of the Lot owned by the animal's owner.

**Section 11. Trash; Rubbish.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash shall be stored in closed metal containers or containers constructed of other suitable materials and trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and after 6:00 P.M. on days prior to trash collection. No garbage or trash containers shall be kept on the front or side yard of any Lot and garbage and trash containers kept or maintained in the rear yards of any Lot shall be screened from public view at all times. No incinerator shall be kept or maintained upon any Lot.

**Section 12. Maintenance of Property.**

(a) Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Review Committee, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter

upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or structures thereon, and the cost thereof shall be a binding, personal obligation of such Owner, as an additional assessment on the Lot. See Article IV, Section 8 for Effect of Nonpayment of Assessments and Remedies of the Association.

- (b) To ensure harmony of external design and location in relation to surrounding structures, the grassy areas, as applicable, between the sidewalk and the street is to be maintained and landscaped by the HOA. It MAY NOT be altered from grass. The HOA ARC will also determine the color of the mulch for the trees or landscaping located next to the street. If a Homeowner prefers to maintain and landscape this area he or she must first apply for a variance from the ARC and must abide by the restrictions imposed by the ARC. Approved variances are terminated when a homeowner moves out of the home or if the HOA revokes the variance because a homeowner fails to maintain the landscape or fails to conform to the restrictions imposed by the ARC.

**Section 13. Clearing Prohibited.** Except for removal of diseased or dead trees or debris in existing wooded areas, or the removal of obnoxious weeds, no clearing of the property or Lots shall be done by any owner thereof except in conformance with the approved grading and erosion control plans for the site. With the exception of dying or decaying trees, no trees in excess of fifteen (15) inches in circumference may be cut or removed without the prior written consent of the ARC.

**Section 14. Clearing; Grading.** NO CONSTRUCTION ON ANY LOT SHALL COMMENCE UNTIL THERE EXISTS A SITE GRADING AND EROSION CONTROL PLAN APPROVED, BY ANNE ARUNDEL COUNTY AND ASSOCIATED AGENCIES OF JURISDICTION CONCERNING SUCH PLANS AND THEIR APPROVAL, AND EACH SUCH PLAN SHALL LIMIT CLEARING TO THE AREA OF EACH LOT REQUIRED TO BE CLEARED TO ALLOW FOR ACCESS, SEPTIC SYSTEM, HOUSE SITE, WELL, PERMITTED ACCESSORY BUILDING(S) AND CONSTRUCTION ACCESS. The land shall be used for conservation or private residence purposes only, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, each dwelling being designed for occupation by a single family, and private garages, appurtenances and other necessary buildings, as hereinafter defined for the use of the respective owners or occupants of the property or Lots upon which such garages and other accessory buildings are erected.

**Section 15. Ownership of Open Space; Recreation Areas.** The open-space areas and recreation areas designated on the Plat are hereby dedicated to and for the use of the owners of the Lots and shall be deeded to the Association in compliance with the provisions of Article 26, Section 3-104(g) of the Anne Arundel County Code and shall be owned and maintained by the Association in accordance with these covenants.

**Section 16. Pets:** In addition to Anne Arundel County laws and regulations, the provisions in the By-Laws and others herein, the following Rules apply to pets and animals within the Association.

- (a) All dogs, while outside, must wear an appropriate collar with an ID tag that will identify the owner's name, owner's address, phone number and the pet's name. Dogs must have their current rabies vaccination tag affixed to the collar.
- (b) Pets, while outdoors on private lots within the Association, must be confined by appropriate means, either by use of leash, lead, invisible pet fencing, approved kennel, or other control devices. Said devices must be in good functioning condition and of the appropriate strength to retain such pet onto its property.

- (c) When confining a pet within an electric (underground) or wireless fence, a clearly visible sign must be posted to notify persons on foot that an invisible fence is in place. Approval for the installation of fences is required.
- (d) When outside of a private lot in common areas, all pets must be under the direct control by means of a leash/tether or must be carried. Electronic leashes are not acceptable. No animal may be leashed to a stationary object on Association property without owner supervision.
- (e) Any animal that does any of the following shall be deemed to be a nuisance:
  - i. Causes damage to the property of anyone other than its owner
  - ii. Causes unreasonable fouling of the air by odors
  - iii. Causes unsanitary conditions in enclosures or surroundings
  - iv. Defecates on any common area, lot, building, walkway, or street etc. unless the person having control of such animals shall immediately remove any such defecation
  - v. Makes disturbing noises in an excessive continuous or untimely fashion
  - vi. Attacks other domestic animals
- (f) Owners of pets must remove their pet's feces immediately from Association and private property. No person shall allow pet feces to accumulate in any yard, pen, or premises so that it becomes offensive or a health hazard to the residing pet.
- (g) If any pet causes damage to any lawn, grass plot, garden, flower bed, shrub, plant or other landscaping other than the Member's, such pet will be deemed a nuisance and the owner thereof shall be deemed in violation of said ordinance.
- (h) Pet owners are responsible for any property damage, injury and disturbances caused by their animals.
- (i) No Member (other than authorized personnel) shall feed or set out food for wildlife with the exception of birdfeeders within private lots. Any resident who continues to feed wildlife that is deemed a nuisance can be held liable under a Tort action, by the resident affected by the nuisance

**Section 17. Miscellaneous.**

- a) Bedsheets, plastic sheets, newspapers, or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot, either permanently or temporarily.
- b) Children's play and similar equipment shall not be allowed to remain overnight within the front yard of any Lot. No play equipment, including, without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the front or sides of any dwelling.
- c) No equipment or machinery, including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling, shall be stored in the front or side yard of any Lot.

- d) No decorative lawn ornament, no structure of a temporary character or nature, and no trailer, tent, shack, barn, pen, kennel, run, stable, shed or other building shall be erected, used or maintained on any Lot without the prior written approval of the ARC, as provided herein.

## ARTICLE VII

### Easements

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the Plats of the Subdivision or as may be or may have been required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easements may contain rights of ingress and egress.

## ARTICLE VIII

### General Provisions

**Section 1. Grades and Slopes.** There is expressly reserved unto the Developer, its successors and assigns, the sole and exclusive right to establish grades and slopes (including surface and subsurface drainage) on all unsold and unimproved lots, and to fix the grade at which any dwelling or other structure shall hereafter be erected or placed thereon so that the same shall conform to a general plan for the uniform development of the Subdivision, subject only to compliance with the regulations of public authorities having control thereof, if any, and the provisions of Article VI hereof.

**Section 2. Enforcement.** **The Association**, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 4. Amendment.** The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by seventy five percent (75%) of each class of members. Notwithstanding, and in addition to, any other provision of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations, the Declarant shall have the right, and hereby reserves the sole right and authority, to be exercised in its sole discretion without the consent of any other person, at any time and from time to time, if so required by the FNMA, the FHLMC, the VA, the FHA or any other governmental or quasi-governmental agency, to amend, modify or add to the provisions of this Declaration, and the other documents and instruments relating to the Association or the Property as need therefore be made. Such right also is reserved to comply with the requirements of any lender or title insurance company, provided such amendments, modifications or



additions made pursuant to the requirements of any lender or title insurance company do not adversely or materially affect the interests in the Property of the Owners or mortgagees of any Lots. Any such amendments, modifications of, or additions to this Declaration by the Declarant shall be effective on the date specified in the written instrument effecting the same, if any, or, if none, on such date as the instrument is recorded among the Land Records for the jurisdiction in which this Declaration is recorded.

**Section 5. Annexation.** Additional residential property and Common Areas may be annexed to the Properties by the Declarant, without the necessity for consent by the Association, or any of the Owners, for a period of time expiring ten (10) years from the date hereof, by the filing of an Amended Declaration for that purpose, and such property and/or lots shall be treated in the same manner as the Lots subject to this Declaration.

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

**Section 7. Non-Applicability to Other Property.** The covenants, conditions and restrictions set forth herein shall apply only to the property described herein above, and shall create no rights, benefits, burdens or obligations with respect to any other property owned by Declarant, its successors or assigns unless expressly annexed.

**Section 8. Community Website:** The Board of Directors must create and maintain a Website for the Community at the domain [www.myspringridgehoa.com](http://www.myspringridgehoa.com). This Website will contain content approved by the Board of Directors, and will be updated from time to time with the most recent information affecting Members.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Conditions, Restrictions and Easements be executed on its behalf, by its duly authorized President, as of the day and year first written above.

WITNESS/ATTEST:

President

SpringRidge Home Owners Association

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