

0003 PA 320

LIBER 1088 FOLIO 574

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

VICTORIA'S GRANT SUBDIVISION

IMP FD SURE \$	2.00
RECORDING FEE	75.00
TOTAL	77.00
Rest # 5M83	Rept # 13728
EMA NR	Blk # 575
Sep 10, 1996	11:02 am

THIS DECLARATION, made on the date hereinafter set forth by QUALITY BUILT HOMES, INC., a Maryland Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of St. Mary's, State of Maryland, which is more particularly described as:

Lots One (1) through One Hundred Twelve (112) and all land areas designated as "Recreation Area" and "Parcel A", as shown on Plats of Victoria's Grant, to be recorded among the Plat Records of St. Mary's County, Maryland.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon and to this end desires to

subject the real property described to easements, restrictions, covenants and conditions.

RECORDING FEE 50.00
TOTAL 50.00
Res# SM03 Rcpt # 13728

WHEREAS, Declarant has incorporated or intends to incorporate under the Laws of the State of Maryland as a non-profit corporation known as Victoria's Grant Homeowners Association, Inc., for the purpose of exercising the functions provided by this Declaration,

EMA NB Bk # 576
Sep 10, 1996 11:14 am

NOW THEREFORE, Declarant hereby declares that all of the lots in the subdivision described above shall be held, sold and conveyed subject to the aforesaid

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"Covenants, Conditions and Restrictions" and to the following additional 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 the Victoria's Grant Homeowners Association, Inc., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property 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 (including the improvements thereto) owned by the Association for the common use and

enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

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All that property and land designated as "**Common Area**", on the plat recorded among the land records of St. Mary's County, Maryland.

Section 5. "Architectural Control Committee" shall mean a committee of the Association set up in accordance with this Declaration to ensure that buildings and structures built on the property shall meet adequate standards of design and appearance.

Section 6. "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 7. "Declarant" shall mean and refer to Rodney Neal Gertz, his heirs

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Section 1. Declarant shall grant and refer to Rodney Neal Gertz, his heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

VICTORIA'S GRANT HOMEOWNERS ASSOCIATION, INC.

Section 1. **Establishment of the Association.** After the recording of this document, the Victoria's Grant Homeowners Association, Inc., hereinafter the Association, shall be established. Except as specified herein, the form, members, duties and responsibilities of the Association and certain other matters relating to it shall be as set forth in the Articles of Incorporation of the Association.

Section 2. **Membership.** 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.

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Section 3. Voting Rights. The Association shall have two (2) 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 (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 determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in Class B membership, or

(b) on December 31, 2000.

ARTICLE III**PROPERTY RIGHTS IN THE COMMON AREA**

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

(a) the right of the Association to charge reasonable admission and other fees and assessments for the use of any open space, recreation area or facility situated upon the Common Area;

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(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any

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assessment against his or her 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 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 By-Laws of the Association, right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with standards to be

set by the Architectural Control Committee.

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ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS BY THE ASSOCIATION

Section 1. Creation of the Lien and Personal Obligation of Assessments. The

Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter

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provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall also pass to his successors in title upon transfer of ownership of the Lot.

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 residences in the Properties and of the homes situated upon the Properties, including but not limited to, costs involved in the enforcement of the Covenants, Conditions and Restrictions, and for the improvement and maintenance of the Common Area.

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Section 3. Maximum Annual Assessment. At such time as the Declarant conveys the Common Areas to the Association, the maximum annual assessment per Lot shall be One Hundred and No/100 Dollars (\$100.00), payable on January 1st of each given year.

(a) The maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of membership.

(b) The maximum annual assessment may be increased above five percent (5%) 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.

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

Section 4. Special Assessments for Capital Improvements. In addition to the

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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 Area, 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

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authorized under Section 3 and 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

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meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the 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 requirements, 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 shall be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for 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

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to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The By-Laws may provide for a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10) of an installment or assessment, whichever is greater, provided it only applies once to each installment and is only imposed if the delinquency has continued for at

least fifteen (15) days. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages and Deeds of Trust. 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 foreclosure of a mortgage or deed of trust or any proceeding or transfer in lieu thereof, shall extinguish the lien or such assessments as to payments which shall become 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.

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ARTICLE V**ARCHITECTURAL CONTROL**

Section 1. No building, fence, wall or other structure (including, but not limited to, any type of antenna) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing (both submission and approval action shall be via "certified mail - return receipt requested", or if hand delivered, acknowledgment of receipt must be 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 Control 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 thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Board of Directors and/or Architectural Control Committee shall regulate the external design, appearance, and location of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 2. The provisions of this Article V shall not apply to construction by the Declarant, his heirs and assigns. No improvements, alterations, repairs, change of

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paint colors, excavations, changes in grade or other work which in any way alter the exterior of any property or the improvements located thereon from its natural or

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improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Board of Directors and/or Architectural Control Committee.

ARTICLE VI

USE OF PROPERTY

Section 1. Maintenance of the Property. Each owner shall keep all Lots owned by him or her 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, the pruning and cutting of all trees and shrubbery, the removal of all snow and ice from the sidewalks located on their property, even if said sidewalks are located within the easements, 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 Properties shall fail to maintain the premises and improvements situated thereon as provided in Article VIII hereof, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees

to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

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Section 2. Protective Covenants. The following covenants shall apply to all

Lots:

(a) No lot, or any portion thereof, shall be used for any purpose other than a single family private residence. All property designated for residential use shall be used, improved and devoted exclusively to residential use. (Each living unit shall be occupied solely and exclusively by a single individual or by a single family unit).

Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit

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subject to all of the provisions of the Declaration.

(b) No vehicles (other than that of a private passenger type) boats, trailers, house trailer/motor homes, horse trailer, camper or self-contained recreational vehicle, or any other similar items shall be stored in or upon any Lot, Common Area, streets, driveways, or yards, unless the area shall be adequately screened and cannot be seen from any adjacent or nearby residences. No inoperative vehicles or equipment shall be maintained on any of the Lots or Common Area unless they are maintained in an enclosed garage. Equipment repairs of a duration exceeding twenty-four (24) hours shall be accomplished only in an enclosed garage.

(c) No noxious or offensive acts shall be conducted in or upon or suffered to be conducted in or upon any Lot; nor shall any nuisance be maintained or permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(d) No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other

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interest herein, shall be conveyed or transferred by an Owner for sale, resale, gift, transfer or otherwise, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments. This shall not apply to any actions by the Declarant concerning the realignment or restructuring of the boundaries of any Lots still owned by him.

(e) No facilities, including poles or wires, for the transmission of electricity, telephone messages and the like, shall be placed or maintained above the surface of the ground of any Lot, and no external or outside antennas of any kind shall be erected without the approval of the Architectural Control Committee, with the exception of satellite dishes which measure thirty-six inches (36") or less in diameter.

(f) No temporary building, trailer, garage, or building in the course of construction or other temporary structure shall be used temporarily or permanently,

as a residence of any Lot.

(g) No lumber, metals, building materials, refuse or trash shall be kept stored or allowed to accumulate on any Lot, except building materials during the course of construction of an approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, in such a place so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. The Board of Directors, at its discretion,

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may adopt and promulgate reasonable rules and regulations regarding size, shape, color and type of containers permitted and the manner of storage of the same on the

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Lots.

(h) No water pipes, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(i) No poultry, pigs, horses or other livestock shall be permitted to be kept on any Lot or Common Area. No birds, animals or insects shall be bred, kept or maintained on any Lot. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the Property. The Board of Directors may, from time to time, publish and impose reasonable regulations setting forth the type and number of domestic animals that may be kept on any Lot.

(j) No sign or other advertising devise of any nature shall be placed upon any Lot except as provided herein. The Board of Directors may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Notwithstanding the foregoing, a family or professional name plate, a

name and address plate, and a temporary sign, not to exceed four (4) square feet in area, for the purpose of advertising the property for sale may be displayed on a Lot. The Board of Directors may establish other criteria with respect to the size, form and location of such signs.

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(k) No house shall be constructed on any Lot with a finished floor area of less than eleven hundred (1,100) square feet for a single story dwelling, or less than sixteen hundred (1,600) square feet for a two (2) story dwelling. All square footage requirements herein are exclusive of basements or garages.

(l) No pre-built or factory built and assembled houses which must be trailered as prebuilt units to the homesite and joined together shall be permitted.

(m) No clothing or any other household fabrics shall be hung in the open

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on any Lot. No machinery shall be placed or operated upon any Lot or Common Area except such machinery as is usual in maintenance of a private residence.

(n) No trees shall be removed from any Lot in excess of six inches (6') in diameter without prior written approval from the Architectural Control Committee.

(o) No gasoline motor driven vehicles other than for maintenance purposes shall be permitted in the Common Area.

~~(p) Ownership of all roads and streets is hereby reserved unto the Declarant until such time as they are deeded to the County Commissioners of Calvert County, Maryland or to the Association.~~

(q) Other Restrictions. Upon conveyance of the first Lot to an owner, the Architectural Control Committee shall adopt general rules to implement the purposes set forth in Article V, and interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Properties.

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(r) **Exceptions.** The Architectural Control Committee may issue temporary permits to except any prohibitions expressed or implied by this Section, provided the Committee can show good cause and acts in accordance with adopted guidelines and procedures.

Notwithstanding other provisions hereof, the Board of Directors may authorize any Owner of any Lot with respect to the property owned by them to:

- (1) Maintain a sign other than as expressly permitted herein;
- (2) Locate structures other than the principal dwelling house within set-back areas on a temporary basis.

Section 3. Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the above-described Properties for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and

systems including, but not limited to, water, sewer, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Declarant or the providing utility or service company, with the approval of the Declarant, to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

Section 4. Easement to Correct Drainage. For a period of five (5) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and

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right on, over and under the ground within any Lot within the subdivision and the

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Common Area to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings of soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of the intent to take such action to all affected Owners, unless, in the opinion of the Declarant, an emergency exists which precludes such notice. This reservation shall in no way imply any obligation on the part of Declarant to perform such maintenance or corrections referred to herein.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or

restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any owner shall be entitled to recover fees and costs including a reasonable attorney's fee in the successful enforcement of these covenants, conditions and restrictions.

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

Section 3 . Amendment. The covenants, conditions 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 amended

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during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment shall be recorded.

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

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

IN WITNESS WHEREOF, the undersigned, being an officer of the Declarant herein, has hereunto set hand and seal this 9th day of August, 1996.

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ATTEST:

Rodney N. [Signature]
Corporate Secretary

QUALITY BUILT HOMES, INC.

By:

Robert D Gertz
ROBERT DALE GERTZ

STATE OF MARYLAND, County of Calvert, to wit:

I HEREBY CERTIFY, that on this 3 day of SEPTEMBER, 1996, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared **ROBERT DALE GERTZ**, the duly elected president of Quality Built Homes, Inc., a Maryland Corporation, and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions to be his official act and he further acknowledged that in his capacity as the President of Quality Built Homes, Inc., a Maryland Corporation, he is authorized to execute the foregoing Declaration of Covenants, Conditions and Restrictions, for the purposes therein contained.

As Witness my hand and Notarial Seal.

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Mary F. Dixon
NOTARY PUBLIC

My Commission Expires: *July 16, 2000*

MARY F. DIXON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 16, 2000



RETURN TO:
NAME: *KAREN H. Abrams, Esq.*
ADDRESS: _____
