

AMENDED
DECLARATIONS OF COVENANTS, RESTRICTIONS, CHARGES AND LIENS
OF
TWIN HILLS

2ND ASSESSMENT DISTRICT

ANNE ARUNDEL COUNTY, MARYLAND

RECORDING FEE 50.00
NOTARY FEE 25.00
TOTAL FEE 75.00
12/16/92
CIRCUIT COURT

THIS AMENDED DECLARATION, is made this 14 day of August, 1992, by Elizabeth A. McMillan-McCartney, individually, as Personal Representative for the Estate of Sylvia Ross McMillan, Estate number 24437 before the Register of Wills for Anne Arundel County, Maryland, and as President and Treasurer of Sylmac, Inc., a corporation organized under the laws of the State of Maryland, and by Caldwell McMillan, Jr., individually, as Personal Representative for the Estate of Caldwell McMillan, Sr., Estate number 24984 before the Register of Wills for Anne Arundel County, Maryland, and as Vice-President and Secretary of Sylmac, Inc.

WHEREAS, the aforementioned individuals, and Sylmac, Inc., a corporation owned by the estates of Caldwell McMillan, Sr. and Sylvia Ross McMillan are, collectively, the owners of certain real property situated in and located in the 2nd Assessment District, Anne Arundel County, Maryland, and being more particularly known and described as TWIN HILLS, a subdivision, more particularly shown on plats thereof recorded among the Plat Records of Anne Arundel County in Plat Book 109 at pages 18, 19 and 20, and,

WHEREAS, it is now a certain document entitled Declaration of Covenants, Restrictions, Charges and Liens of Twin Hills, 2nd Assessment District, Anne Arundel County, Maryland recorded in book 4492 at page 896 of said County, and,

WHEREAS, it is the intention of the aforesaid owners that said Declarations of Covenants, Restrictions, Charges and Liens of Twin Hills be amended, as more specifically designated hereinafter, and,

WHEREAS, the owners desire to provide for the preservation of the values and amenities in the community of Twin Hills, the owners desire to have a diversity of architecture, and the preservation of the harmonious nature of the community as it presently exists, and to prevent bizarre and outlandish structures which would do violence to the community; and

WHEREAS, for the purpose of creating and maintaining said general scheme of development, the owners desire that the hereinafter described real property shall be subject to the Amended Covenants, Restrictions, Charges and Liens and hereinafter set forth, each and all of which is and are liens to the benefit of said property and are intended to run with and bind the land, and each owner thereof; and

Handwritten: 5/16/92

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5788, p. 0013, MSA_CE59_6132. Date available 06/24/2005. Printed 01/06/2016.

WHEREAS, the owners have deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which there will be delegated and assigned the powers of maintaining and administering the community areas and facilities, administering and enforcing the covenants and restrictions; and

WHEREAS, the owners have created and incorporated under the laws of the State of Maryland, a nonprofit organization known as The Twin Hills Homeowners Association, for the purpose of exercising the authorities and responsibilities aforesaid; and

WHEREAS, the owners intend that the preamble or recital language stated hereinbefore be incorporated in the hereinafter described Amended Covenants, Restrictions, Charges and Liens of Twin Hills and to be binding on the hereinafter described real property.

NOW, THEREFORE, the owners declare that the real property referred to herein, is and shall be held, transferred, sold, conveyed and occupied subject to the Amended Covenants, Restrictions, Charges and Liens hereinafter set forth.

DEFINITIONS

1. The following words, when used in this Declaration, or any supplemental Declaration, shall have the following meanings:
 - a.) "Developer" shall mean and refer to Sylmac, Inc., its successors and assigns.
 - b.) "Association" shall mean and refer to the Twin Hills Homeowners Association, Inc., its successors and assigns.
 - c.) The "Properties" shall mean and refer to all properties, both homesites and community areas, subject to this Declaration.
 - d.) "Community Areas" shall mean and refer to those areas of land so shown on the recorded subdivision plats of the properties. Said areas are intended to be devoted to the use and enjoyment of the members of the Association as hereinafter more fully defined, and are not dedicated for use by the general public.
 - e.) "Homesite" shall mean and refer to any lot of land intended and subdivided for residential use, shown on the recorded subdivision plat of the property, but shall not include the community areas herein defined.
 - f.) "Flag Homesite" shall mean and refer to any homesite having a private access between two other contiguous homesites.
 - g.) "Member" shall mean and refer to all those owners and tenants who are members of the Association as provided for hereinafter.
 - h.) "Owner" shall mean and refer to the record owner, whether one or more persons or

entities, of the fee simple title to any homesite, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: that the Developers, for themselves, their personal representatives, successors, heirs and assigns, in consideration of the premises and for the benefit of the owners, from time to time, of the property hereby affected, do hereby covenant and declare as part of the general scheme of development of The Twin Hills community, all of the real property described in Exhibit "A", attached hereto, and being all of those homesites or parcels of ground shown upon said plat of Twin Hills recorded among the Plat Records of Anne Arundel County in Plat Book 109, at pages 18, 19, and 20. Twenty-nine of the 32 homesites shall be subject to the following covenants, restrictions, charges and liens, which shall run with the land and which the owners thereof from time to time hereafter shall, by virtue of having accepted a deed thereto, be held to have covenanted on behalf of themselves, their personal representatives, successors, heirs and assigns, to keep and observe. Exempt from these covenants, restrictions, charges and liens per homesite, are the family homesites retained by the McMillans and their heirs as designated on the plat of Twin Hills as Lots 26, 27, and 28. Any family homesite, however, that leaves the family through sale, assignment, or other transfer outside the McMillans and their heirs, will no longer be an exempted family homesite, and from then on that homesite shall be subject to these covenants, restrictions, charges and liens.

1. USES OF HOMESITES:

No homesite shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any homesite other than one detached, single family dwelling, and a private garage attached or detached, for not less than two (2) automobiles.

2. ALTERATIONS AND ADDITIONS:

No building, fence, wall or structure of any kind shall be erected, placed or altered on any homesite until the construction plans and specifications and a site plan showing the proposed location of the building, fence, wall or structure, have been approved by the Architectural Control Committee of the Association, as to quality of workmanship and materials, harmony of external design with existing structures, the location with respect to topography and finished grade elevation and that applicable State, local and other government requirements have been complied with and fulfilled. A landscaping plan, and evidence of secured financing to complete the project

in a specified time, must also be submitted with the construction plans and specifications to be reviewed. All builders must also be approved by the Committee. In the event the aforementioned Committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this covenant shall be deemed to have been fully complied with.

3. MINIMUM FLOOR AREA OF DWELLING:

Exclusive of open and protruding porches, decks, balconies and garages, for those dwellings on Kansala Drive, the floor area of the main structure shall contain at least 1800 square feet for a one-story dwelling, or 2200 square feet for a two-story, bi-level or split level designed dwelling, and for all dwellings on Mackiebeth Court, the floor area of the main structure shall contain at least 2500 square feet. No one-story dwelling having a level flat roof covering the entire living area shall be permitted.

4. SETBACKS:

No building shall be erected on any homesite nearer to the front homesite line or nearer to the side homesite lines than the minimum building setback lines shown on the recorded plat or any amendment thereto. In any event, no building shall be located on any homesite nearer than 40 feet to the front homesite line or nearer than 15 feet to the side homesite lines.

5. TEMPORARY LIVING STRUCTURES:

No building or other structure of a temporary character, including but not limited to, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding, shall be used on any homesite at any time as a residence, either temporarily or permanently.

6. BUILDING MATERIALS:

Use of exposed block or unpainted foundation walls on exterior elevations is prohibited. No asbestos shingles may be used on any dwelling or outbuildings.

7. ANNOYANCES OR NUISANCES:

No noxious or offensive activity shall be carried on upon any homesite, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community.

8. SIGNS:

No sign of any kind shall be displayed to the public view on any homesite except:

- a.) One sign of not more than two feet by three feet advertising, the General Contractor during construction, or the Realtor during sale, of any dwelling.
- b.) Such other signs as may be approved by written approval of the Association.

9. ANIMALS:

No animals shall be kept or housed on any homesite that, in the opinion of the Association, may be considered as obnoxious to the health, peace and quiet of the community.

10. MAINTENANCE OF HOMESITES:

All homesites shall be maintained, whether occupied or unoccupied, so as not to become unsightly by reason of unattractive growth or the accumulation of rubbish or garbage. In the event any homesite shall become unsightly by reason of growth or accumulation of rubbish or garbage, and after thirty (30) days written notice by the Association to the record title owner of said homesite to correct the same and is not corrected by the record title owner of said homesite thereof, then the costs thereof shall be chargeable and assessed against the record title owner of said property and said assessment shall constitute a lien on the said property in the same manner as other assessments shall so constitute.

11. TRASH AND GARBAGE:

No homesite heretofore or hereafter conveyed shall be used or maintained as a dumping ground for trash, garbage, or other waste. All waste shall be kept in rodent-proof sanitary containers. All incinerators or other equipment for the storage disposal of such materials shall be kept in a clean and sanitary condition and stored in a screened area.

12. LAUNDRY LINES AND GARBAGE RECEPTACLES:

All clothes lines, outdoor clothes poles and similar equipment, and all receptacles for ashes, garbage, etc., shall be located to the rear of the house, the said location shall be so screened so that the same shall not be visible from any street.

13. WALLS AND FENCES:

No walls shall be allowed except such retaining walls necessary to protect ground elevations or such other walls as are approved by the Architectural Control Committee of the Association, pursuant to Paragraph 2 of these Covenants and Restrictions. No fence shall be

erected, placed or constructed on any homesite in excess of five (5) feet in height, or as otherwise hereinafter excepted. No fence so erected, placed or altered on any homesite shall be placed forward of the rear line of the dwelling, nor shall any fence be placed nearer any street than fifty (50) feet; except that in the case of flag homesites, the entire homesite may be enclosed by a fence exclusive of the driveway to said flag homesite, (this means to the rear boundary of the homesite adjoining said flag homesite on both sides). The aforementioned height limitation shall not apply to stockade or other wooden fences used to enclose trash yards, boat storage areas, or the like. Any other exceptions to the height restriction herein set forth shall be permitted only as may be permitted by the Architectural Control Committee of the Association.

14. ANTENNA:

No television and/or other communication antenna, regardless of type or model shall be allowed to extend to a height beyond ten (10') feet above the highest roofline of the house on which it is constructed. No array and/or beacon type antenna shall be allowed which shall be more than six (6') feet in horizontal or vertical length. No dish type antenna shall be allowed which shall be more than two (2') feet in diameter. No freestanding antennas shall be allowed.

15. MAINTENANCE OF AREA ADJACENT STREET:

Each homesite owner shall be responsible for the maintenance of the area between the hard surface street and their respective boundary lines.

16. PARKING AREAS:

Each dwelling shall provide for a minimum of four (4) off-street parking spaces with at least two in a garage and the remainder in an uncovered hard surfaced parking area.

17. DRIVEWAY ENTRANCES:

The driveway entrance from the road shall be a minimum of twenty-four (24') feet tapering to twelve (12') feet at the property line of the homesite, or larger minimums as per Anne Arundel County code and specifications.

18. PARKING OF VEHICLES:

Trucks, boats, motorcycles, recreational vehicles, commercial vehicles, untagged or inoperable vehicles, shall be maintained so as not to be unsightly and shall be parked in a garage or shall be otherwise screened so as not to be visible to any adjoining homesite or from the street on which the dwelling shall face. No such vehicle shall be otherwise parked on any driveway, or on

any street. No carports shall be allowed.

19. GRADES AND SLOPES:

The developer expressly reserves unto itself and its assigns the exclusive right to establish grades and slopes on the land hereby conveyed and to fix grade at which any dwelling shall hereafter be erected or placed thereon, in order that the same shall conform to a general plan.

Slopes of 15% or greater shall not be disturbed and an undisturbed twenty-five (25') foot buffer shall be established around these slopes. There shall be no clearing of vegetation, grading, dumping, etc., on the steep slopes or buffers.

20. EASEMENT:

A perpetual easement is reserved unto the developer, its successors, or assigns, over a strip of land five (5') feet in width along the lot line of each lot hereof conveyed for the purpose of utility, installation and maintenance.

21. CREATION OF LIENS AND PERSONAL OBLIGATION FOR ASSESSMENTS:

The owner of any homesite, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

The annual and special assessments, together with such interest thereon, and the cost of collection thereof, as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the homesite against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who is the owner of the homesite at the time when the assessment fell due. The aforementioned assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties, and in particular, for the improvement and maintenance of properties, services and facilities devoted for this purpose and related to the use and enjoyment of the community areas.

a.) ANNUAL ASSESSMENT:

The maximum annual assessment shall not be more than Sixty Dollars (\$60.00) per year per family, unless and until changed in the manner hereinafter described. The maximum annual assessment may be changed provided that any such change shall have the assent of two-thirds of the votes of the membership voting in person or by proxy at a meeting duly called for this purpose and at which a minimum of not less than fifty-one percent (51%) of the members in good standing shall be present or voting by written proxy. Written notice of any such meeting shall be sent to all

homesite owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs of the Association, fix the actual annual assessment for any year at a lesser amount than hereinbefore provided. In any event, the Board of Directors shall fix the amount of the annual assessment against each family at least thirty (30) days in advance of each annual assessed period. The assessment year shall commence on the first day of July in the year following the year in which title to the homesite was acquired, and shall be due and payable in advance on the first day thereof:

b.) SPECIAL ASSESSMENTS:

In addition to such annual assessments, 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 or reconstruction, unexpected repair or replacement of a capital improvement on the community areas or facilities, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the members in good standing who are voting in person or by written proxy at a meeting duly called for this purpose and at which a minimum of not less than fifty-one percent (51%) of the members in good standing shall be present or voting by written proxy. Written notice of such meeting shall be sent to all homesite owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The due date of any such special assessment shall be fixed in the Resolution authorizing such assessment:

c.) DELINQUENT ASSESSMENTS:

Any annual or special assessment which is not paid when due shall be deemed delinquent. If such delinquent 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 twelve (12%) percent per annum and the Association may bring legal action against the owner personally obligated to pay said assessment, or may enforce the lien against the property, and interest cost and reasonable attorneys fees of such action shall be added to the amount of such assessment. Such delinquency shall act to suspend the voting rights and privileges of any such delinquent member and shall further act to suspend said delinquent owner's privileges, rights and entitlements to use the community areas and facilities until such time as full payment of all delinquent assessments, together with all interest, costs and other fees being then in arrears, shall be paid in full. Any such delinquent assessments shall continue as a lien on the homesite which shall bind such homesite in the hands of the then owner, the owner's heirs, devisees, personal representatives, successors,

and assigns;

d.) EXEMPTION:

The Developer shall be exempted from the aforementioned Annual and Special Assessments on any and every unsold homesite titled in the name of the Developer at the time said assessment becomes due and payable.

22. MEMBERSHIP:

Every member, as hereinbefore defined, shall be entitled to vote a maximum of two votes per homesite, whether said homesite is improved or unimproved. Every such member shall be entitled to participate and vote in all Association affairs during such period as said member is considered in good standing. For the purposes of these covenants, good standing shall mean there is no delinquency and that all dues and other assessments duly made against the member or homesite have been paid in full. All members, including those persons residing with any member or members on any homesite, and every tenant or lessee of every member, shall have a right and easement of enjoyment in, over and to the community areas, and such easements shall be appurtenant to and shall pass with the fee simple title to every such homesite; subject, however, to the obligation of each such person hereinbefore described, to abide by these Covenants and Restrictions and any and all articles, rules and by-laws of the Association. Said rights and easements of enjoyment created hereby shall be subject, however, to the following:

- a.) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the community areas;
- b.) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment of the rights of any member, for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- c.) The right of the Association to limit the number of guests of any member of the Association to use any of the community areas and easements;
- d.) The right of the Association to levy and collect annual and special assessments as more fully provided for hereinbefore;
- e.) The right of the Association to engage, develop, form, control and finance a security patrol for the Twin Hills Community.

23. PROHIBITED DWELLINGS:

No prebuilt or factory built and assembled houses shall be permitted.

24. ENFORCEMENT:

Enforcement of these Covenants and Restrictions by the Association or by any record title owner of any homesite in Twin Hills shall be by proceedings at law or in equity against any person or persons violating or attempting to violate same and shall be to enjoin said violation or to recover damages therefrom.

25. INVALIDATION:

In the event any of these Covenants and Restrictions be declared invalid by any judgement or other order of any court, said invalidation shall in no wise affect any other of these Covenants and Restrictions, which shall remain in full force and effect.

26. DURATION AND AGREEMENT:

These Covenants and Restrictions are to run with the land and shall be binding on all parties and persons claiming under them, and shall inure to the benefit of the Association and to any record title owner of any homesite, their respective heirs, personal representatives, successors and assigns, for a period of twenty (20) years from the date of recording of these Amended Covenants and Restrictions, after which time said Amended Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless at such time an instrument signed and recorded by at least seventy-five (75%) percent of the then record title owners of the fee simple interest (excluding mortgagees, ground rent owners, and others), in the homesites agree to change said covenants in whole or in part.

WITNESS the hands and seals of the Declarants.

WITNESS:

Suzanne Cole

Suzanne Cole

Suzanne Cole

Elizabeth A. McMILLAN-McCARTNEY
ELIZABETH A. McMILLAN-McCARTNEY,
Individually and as Personal Representative
for the Estate of Sylvia Ross McMillan

Caldwell McMillan, Jr.
CALDWELL McMILLAN, JR.,
Individually and as Personal Representative
for the Estate of Caldwell McMillan, Sr.

By: Sylmac, Inc.
SYLMAC, INC.
Title: Secretary

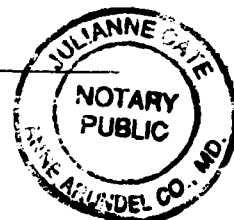
ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5788, p. 0022, MSA_CE59_6132. Date available 06/24/2005. Printed 01/06/2016.

STATE OF Maryland, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY that on this 11th day of August, 1992, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Elizabeth A. McMillan-McCartney and acknowledged the foregoing Declaration to be her respective act and deed.

AS WITNESS my hand and seal

Julianne Gate
Notary Public



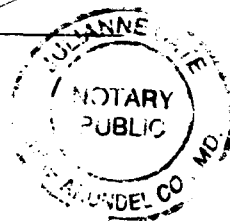
My commission expires: 5/3/95

STATE OF Maryland, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY that on this 11th day of August, 1992, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Caldwell McMillan, Jr. and acknowledged the foregoing Declaration to be his respective act and deed.

AS WITNESS my hand and seal

Julianne Gate
Notary Public



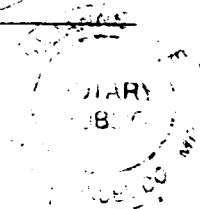
My commission expires: 5/3/95

STATE OF Maryland, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY that on this 11th day of August, 1992, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Elizabeth A. McMillan-McCartney President/Treasurer of Sylmac, Inc. and acknowledged the foregoing Declaration to be his/her respective act and deed.

AS WITNESS my hand and seal

Julianne Gate
Notary Public



My commission expires: 5/3/95