

AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DICKEY WOODS

THIS AGREEMENT AND DECLARATION dated August 24, 1990, by J. ALLAN THOMPSON, JR. ("THOMPSON"), ELKRIDGE NATIONAL BANK ("ELKRIDGE"), CHARLES E. WELLER and R. THOMAS JEFFERSON, TRUSTEES ("TRUSTEES"), and ELLICOTT MILLS HOMEOWNERS ASSOCIATION, INC., a Maryland Corporation ("the ASSOCIATION").

RECITALS

A. By instrument entitled Declaration of Covenants, Conditions and Restrictions for Ellicott Mills dated June 23, 1978 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5903, folio 524, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Ellicott Mills dated May 9, 1979 and recorded among the Land Records aforesaid, in Liber E.H.K., Jr. No. 6022, folio 543, and as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Ellicott Mills dated October 31, 1979 and recorded among the Land Records aforesaid, at Liber E.H.K., Jr. No. 6096, folio 1, and as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Ellicott Mills dated April 22, 1981 and recorded among the Land Records aforesaid, at Liber E.H.K., Jr. No. 6284, folio 579, (collectively called the "Declaration for Ellicott Mills"), the Arundel Lumber Company, Inc., (a Maryland Corporation (Arundel), imposed the covenants, conditions and restrictions therein set forth on the 152.52 acre tract of land (except for an approximately 3.2 acre portion thereof designated as "Commercial Area" on the Plat hereinafter referred to) designated as Parcel 1 on the Plat entitled "First Amended Zoning and Density Distribution Plat Dickey Property" which is recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 43, folio 22.

B. By Deed dated July 17, 1984, and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 6762, folio 761, Arundel granted to W.J. Dickey and Sons, Inc. ("DICKEY") in fee simple, the real property located in the First Election District of Baltimore County, Maryland and described as follows:

Parcel "A" as shown on the Plat entitled "First Amended Section 3 Ellicott Mills," which Plat is recorded among the Land Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 50, folio 76. Parcel "A" is designated on the aforesaid Plat as "Parcel 'A' Zone BL, Area 3.18 Ac+-."

Being a portion of the property described in the Deed dated October 13, 1979, from W.J. Dickey and Sons, Inc., Grantor, to Arundel Lumber Company, Inc., Grantee, and recorded among

the Land Records of Baltimore County, Maryland, in Liber E.H.K., Jr. No. 5814, folio 516.

The aforesaid property is the "Commercial Area" referred to in Recital "A" above.

C. Dickey subdivided the same "Commercial Area" into eleven (11) building lots, Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, as shown on a Plat entitled "Dickey Woods," which is recorded among the Land Records of Baltimore County in Plat Book No. 61, folio 16.

D. By Deed dated October 31, 1989 and recorded among the Land Records of Baltimore County in Liber 8346, folio 450, Dickey granted to Thompson the aforementioned eleven (11) building lots, in fee simple. On the same date, Thompson executed a Purchase Money Deed of Trust in favor of Trustees securing a Deed of Trust Note to Elkridge with respect to the same eleven (11) building lots, which said Purchase Money Deed of Trust is recorded among the Land Records of Baltimore County at Liber 8346, folio 451.

E. It is the intention of Thompson to develop the eleven (11) building lots as a residential subdivision presently recorded as "Dickey Woods," but hereafter to be known as "Ellicott Woods." In furtherance of this intention, it is mutual desire of the parties to subject the eleven (11) building lots to the Covenants, Conditions and Restrictions applicable to other residential lots located in the subdivision of Ellicott Mills, as set forth in the Declaration for Ellicott Mills, subject to the terms and conditions hereinafter provided. THOMPSON, ELKRIDGE and the ASSOCIATION declare and affirm that each individual has complied with all requirements under Maryland Law pertaining to corporate authority to enter into this Agreement and Declaration.

NOW THEREFORE, in consideration of the premises, the mutual covenants herein contained, as well as other good and valuable considerations, receipt of which is hereby acknowledged, the parties, for themselves, their personal representatives, heirs and assigns, do hereby agree and declare as follows:

1. That except as specifically provided herein, the above described eleven (11) building lots shall be held, sold and conveyed subject to all of the easements, restrictions, covenants and conditions set forth in the Declaration for Ellicott Mills which shall run with the said land and be binding on all parties having any right, title or interest therein or any part thereof, their personal representatives, heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Except as

specifically provided herein, the terms of the Declaration for Ellicott Mills are hereby incorporated by reference herein.

2. The parties agree that, notwithstanding anything herein contained to the contrary, the Association shall have no architectural control with respect to the dwellings (or other structures or awnings as defined in Article I of the Declaration for Ellicott Mills) intended to be constructed upon the above-described eleven (11) lots presently owned by Thompson with respect to either their initial design or construction or any like-kind replacement of components thereof. However, the parties agree and declare that the Association shall acquire and thereafter retain architectural control with respect to each of the said lots in conformity with the Declaration for Ellicott Mills on a lot by lot basis as of the date on which each lot is conveyed following the completion of the dwelling thereon. Upon such conveyance being made of the last remaining lot, this paragraph shall be null and void and of no further effect, and all of the lots shall be fully subject to all architectural controls as provided in the Declaration for Ellicott Mills, except for the above described like-kind replacement of components.

3. The parties agree and declare that notwithstanding anything herein contained to the contrary, the Association shall not be entitled to make any annual or special assessments against the subject eleven (11) lots whatsoever until the first of the following events shall occur: (a) the expiration of ten (10) years from the date of this Agreement; or (b) on a lot-by-lot basis, as of the date on which each lot is conveyed following the completion of the dwelling thereon, the Association shall be entitled to assess each such lot so conveyed, beginning with the next annual assessment. Upon such conveyance of the last remaining lot or the expiration of the ten (10) years from the date of this Agreement, whichever shall first occur, this paragraph shall be null and void and of no further effect, and the lots shall be subject to all assessment provisions contained in the Declaration for Ellicott Mills.

4. The parties agree and declare that notwithstanding anything herein contained to the contrary, any lien for assessments or dues of any type of the Association shall be subordinate with respect to all of the subject lots to the following: (a) Elkridge's Purchase Money Deed of Trust hereinabove described; and (b) any new or existing mortgage or deeds of trust which Thompson, his personal representatives, heirs, successors or assigns may

execute with respect to any of the subject lots, provided such mortgage or deed of trust is executed prior to the completion of a dwelling on such lot and the conveyance thereof. Upon such conveyance of a lot after completion of the dwelling thereon, the lien for assessment for such lot shall be subject to the provisions of the Declaration for Ellicott Mills including Article V, Section 9 thereof which provides that the lien of the assessment shall be subordinate to the lien of any first mortgage or first deed of trust on the lot to which the assessment pertains.

5. The Trustees join the [sic] in the execution of the within Agreement and Declaration for the purpose of subordinating the lien, legal operation and effect the Deed of trust to this Agreement and Declaration, without releasing the Deed of Trust against the lots therein described and not heretofore released.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement and Declaration.

WITNESS:

/s/ R. Thomas Jefferson

/s/ J. Allan Thompson, Jr. (SEAL)
J. ALLAN THOMPSON, JR.

WITNESS:

ELKRIDGE NATIONAL BANK
BY:

/s/ Pamela L. Moon

/s/ R. Thomas Jefferson, V.P. (SEAL)
R. THOMAS JEFFERSON, Vice President

WITNESS:

/s/ Pamela L. Moon

/s/ Charles E. Weller (SEAL)
CHARLES E. WELLER, Trustee

WITNESS:

/s/ Pamela L. Moon

/s/ R. Thomas Jefferson (SEAL)
R. THOMAS JEFFERSON, Trustee

ELLICOTT MILLS HOMEOWNERS
ASSOCIATION, INC.

WITNESS:

BY:

/s/ Philip Petty

/s/ Peter F. Jardieu (SEAL)
PETER F. JARDIEU, President

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this 24 day of August, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Allan Thompson, who acknowledged that he executed the foregoing paper for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

/s/ Kristy L. Cavin
Notary Public

My Commission Expires: 6/29/94

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this 24 day of August, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Thomas Jefferson, of Elkridge National Bank, and that he/she, as such, being authorized so to do, executed the foregoing for the purposes therein contained, by signing the name of Elkridge National Bank by himself/herself as such.

AS WITNESS, my hand and Notarial Seal.

/s/ Kristy L. Cavin
Notary Public

My Commission Expires: 6/29/94

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this 24 day of August, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles E. Weller, who acknowledged that he executed the foregoing paper for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

/s/ Kristy L. Cavin
Notary Public

My Commission Expires: 6/29/90 [sic]

BALTIMORE COUNTY CIRCUIT COURT (Homeowners Association Record) 22, p. 0421, MSA_CE539_22. Date available 02/06/2015. Printed 04/07/2016.

STATE OF MARYLAND, COUNTY OF

, TO WIT:

I HEREBY CERTIFY that on this 24 day of August, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Thomas Jefferson, who acknowledged that he executed the foregoing paper for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

/s/ Kristy L. Cavin
Notary Public

My Commission Expires: 6/29/94

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 24th day, of August, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Peter F. Jardieu, who acknowledged himself to be the President of Ellicott Mills Homeowners Association, Inc., a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing for the purposes therein contained, by signing the name of the Corporation by himself as such President.

AS WITNESS my hand and Notarial Seal.

/s/ Philip Petty
Notary Public

My Commission Expires: 4/1/94