

## HOMELAND MEWS RESTRICTIVE COVENANTS

These Restrictive Covenants, made as of this day of June, 2011, by the Homeland Mews Community Association an unincorporated Maryland Association having an address, as of the date of these Covenants at 5712 St. Albans Way, Baltimore, Maryland 21212 (hereinafter referred to as the "Association").

### RECITALS

The Association is comprised of each and all of the owners in fee simple of all that property known as 2-34 East Melrose Avenue, or Homeland Mews, situate and lying in Baltimore City, Maryland, which is hereinafter more particularly described; and

The Association and its Members, as hereinafter described, intend by these Restrictive Covenants to subject such property to certain rules, restrictions and regulations, together with all of the improvements thereon, and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining,

Subject to the operation and effect of any and all instruments which have been recorded among the Land Records of Baltimore City, Maryland, prior to the recordation there among of these Restrictive Covenants,

Upon the terms and subject to the conditions which are hereinafter set forth:

### ARTICLE I

Definitions: The following words, when used in this Declaration, shall have the following meanings:

- a. "Association" shall mean and refer to The Homeland Mews Community Association, and its successors or assigns.
- b. "The Property" shall mean and refer to all real property described in Final Subdivision Plan entitled HOMELAND MEWS and recorded among the Plat Records of Baltimore City, Maryland in Pocket Folio CWM, Jr. 2765.
- c. "Lot" shall mean and refer to each subdivided parcel or property which is part of the Property.

- d. "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designated and intended for use and occupancy as a residence by a single family.
- e. "Member" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds legal title to a Lot in the Subdivision, provided, that (a) no lessee (other than a lessee under a 99 year lease creating a ground rent of such Lot) or Contract Purchaser shall be deemed to be a Member, merely on account of such status, and (b) no Mortgagee of any Lot shall be deemed to be a member unless and until such Mortgagee acquires of record the Mortgagor's equity of redemption in said Lot.
- f. "Majority" shall mean fifty-one percent (51%) or more.
- g. "Subdivision", shall mean the final subdivision of Homeland Mews as recorded among the Plat Records of Baltimore City in Pocket Folio CWM, Jr. 2765.
- h. "Committee" shall mean and refer to the Administrative Committee of the Association, as further described herein.
- i. "By-Laws" shall mean those by-laws adopted by the Association pursuant to Article III hereof.
- j. "Plans and Specifications" shall mean engineering site plans, landscape plans, and architectural working drawings and any other supporting documents which may be required by the Committee.
- k. "Commercial truck," as used in Article IV of these Covenants, shall mean any truck having an overall exterior length, as measured in specifications published by its manufacturer, greater than 265 inches.

## ARTICLE II

Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to these Restrictive Covenants is located in Baltimore City, State of Maryland, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

### ARTICLE III

Section 1. Membership. The Association shall have as its members, every person, group of persons, corporation, partnership, trust or other legal entity or any combination thereof, who is a recorded owner of a fee interest in any Lot which is part of this Subdivision.

Section 2. By-Laws. The affairs of Homeland Mews shall be governed by its Association. The affairs of the Association shall be governed in accordance with the By-Laws, as they may be amended from time to time in accordance with the provisions thereof.

Section 3. Votes. Subject to the applicable By-Law provisions, each Member shall be entitled to cast a vote on any use before the Association on the basis of one vote per lot.

### ARTICLE IV

Section 1. Administrative Committee. It shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any improvements, lighting, shades, solar panels, geothermal systems, wind turbines, screens, awnings, patio covers, buildings, decorations, fences, wall, aerials, antennas, radio or television broadcasting or receiving devices, cables, wires, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other lot owner, or impair any easement, until the complete plans and specifications, in duplicate, showing the location, nature, shape, height, material, color, type of construction estimated cost and/or any other proposed form of change (including, without limitation, any other information specified by the Administrative Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Administrative Committee.

Section 2. Administrative Committee - Operation. The Members of the Association shall elect the members of the Administrative Committee, by vote of a majority of the Members present or voting by proxy at each Annual Meeting of the

Association at which a quorum is present or represented by proxy, as determined by the By-Laws of the Association. The Administrative Committee shall be composed of the Officers of the Association, elected in accordance with the By-Laws of the Association, and such other persons elected by the Association, in accordance with the By-Laws (the "At-Large Member"), whose number and term of office shall be determined by the Association in accordance with the By-Laws.

The affirmative vote of a majority of the members of the Administrative Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like, or to take any other action that may be within the authority of the Administrative Committee pursuant to this Article.

Section 3. Administrative Committee - Approvals, etc. Upon approval by the Administrative Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Administrative Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Administrative Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with. However the Committee may extend the period for approval or disapproval for an additional sixty (60) days by giving written notice of such extension to the applicant, within the sixty (60) day period after the applicant submits his plans and specifications. The Administrative Committee is to have the sole and absolute authority to approve, comment, modify or reject any and all submittals. All rulings or decisions by the Administrative Committee are final and binding to all parties involved.

Section 4. Administrative Committee - Budgets, Assessments and Additional Authority. The Administrative Committee shall have authority to conduct business and act on behalf of the Association, as the Members may determine from time-to-time, in accordance with the By-Laws of the Association. The Administrative Committee shall meet as determined by its members, not less than twice in each year. At least three months prior to the Annual Meeting of the Association, the Administrative Committee shall meet to consider the financial condition, operations and performance of the Association, to report on the same to the Members of the Association at its Annual

Meeting, and to consider and propose to the Members at the Annual Meeting a budget for operation of the Association during the succeeding year and the amount of the annual assessment that the Administrative Committee considers necessary to pay for the expenses set forth in such proposed budget. Notice shall be sent to all Members, at least thirty (30) days in advance of each Annual Meeting, of the budget proposed by the Administrative Committee and the amount of the annual assessment proposed by the Administrative Committee to pay for the expenses set forth in such proposed budget.

Section 5. Limitations. All buildings, improvements, landscaping, and specifications approved by the Administrative Committee pursuant to the provisions of this Article shall be substantially completed within twelve (12) months following the date of commencement of construction, or within such other period as the Committee shall specify in its approval. Such completion shall include the seeding and/or sodding of the lawn area as required and the exterior appearance of the lot and structure within twelve (12) months following commencement. Failure of the Lot owner to complete said improvements within the time specified shall result in a monetary penalty or penalties being assessed against said Lot owner by the Committee in its sole discretion. There shall be no deviation from the plans and specifications approved by the Committee without the prior written consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 6. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Committee in accordance with the provisions of this Article, the Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 7. Rules and Regulations. The Administrative 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 and/or record such statements of policy, standards, guidelines, and/or establish such criteria relative to architectural styles or details, colors, 'set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary



or appropriate. The Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article.

The Administrative Committee shall have the right to adopt such reasonable additional rules and regulations regarding pets, prohibited nuisances and activities, and other matters consistent with these Restrictive Covenants, as it may from time to time consider necessary or appropriate. No such rules, regulations, statements, criteria or the like (hereinafter "Rules") shall be construed as a waiver of the provisions of this Article or any other provision or requirement of these Restrictive Covenants. In the event of any conflict between any such Rules and the terms of these Restrictive Covenants, the terms of these Restrictive Covenants shall control. In the event any Member disputes the authority of the Administrative Committee to adopt or apply any specific Rule, such Member may request that the dispute be submitted for final determination by the Association at its next Annual Meeting, but such Member shall, until the matter is determined at such Annual Meeting, abide by the terms of any such disputed Rule.

Section 8. Prohibited Uses and Nuisance. Except with the prior written approval of the Administrative Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas:

- a. Any activity which results in excessive or disturbing noise to neighbors or the neighborhood shall not be permitted before 7 A.M. nor after 8 P.M. on any weekday, nor on any weekend day before 9 A.M. nor after 8 P.M., nor at any other time which would be unreasonable, without the prior written consent of the Administrative Committee, which consent may be revoked at any time in writing at the sole discretion of the Committee. The intention of this provision is to guarantee the quiet enjoyment of properties to their owners or occupants during the above described times. However, nothing in this section shall be deemed to prevent at any time emergency maintenance and repairs or other repairs of any building, property, improvements, or other facilities in the development that may be necessary.
- b. No illegal, noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be regularly or permanently done or placed thereon which may become an annoyance or nuisance to the neighborhood or to any adjoining property owners, except for such reasonable devices as may be used exclusively for security purposes.

- c. The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats or other domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are appropriately caged or housed and are not a source of annoyance or nuisance to the neighborhood or other members, and provided that there are no more than two (2) such pets maintained upon any one (1) Lot, and further provided that all such pets shall be properly housed in accordance with all applicable governmental regulations and laws and in accordance with such other rules and regulations as the Administrative Committee may from time-to-time hereafter adopt and promulgate. The Administrative Committee shall have the authority, after affording a hearing to the pet owner, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. The owner of any such pet shall be entitled to notice of the fact that the matter has been referred to the Administrative Committee and shall be entitled to a hearing before the Administrative Committee. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law.
- d. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.
- e. All lots sold in this subdivision shall be kept in sod, free from rubbish and trash of any kind, clean and neatly mowed so that grass and weeds do not exceed 8 inches in height. In the event the purchasers of any lot or lots herein do not so maintain their lots, then the Association or its employees shall have the right to enter upon said lot to cut and remove the grass, weeds, rubbish or trash from any vacant or unimproved lot as often as the Association or its designee shall deem the same to be necessary, and the owner of any Lot so benefitted shall pay reasonable charges for such services as from time to time is determined by the Association or its designee.
- f. Each Lot must provide off-street parking for at least two (2) motorized vehicles. Except as elsewhere provided in these Restrictive Covenants or by Rule adopted by the Administrative Committee, no

junk vehicle, commercial vehicle, trailer, commercial truck, camper, camp truck, house trailer, boat, recreational vehicle, motorcycle or other machinery or equipment of any kind or character shall be kept upon the Property nor (except for bona fide emergencies) shall repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. All vehicles may be kept in a closed garage facility on a Lot. No vehicle shall be parked on any street within the Homeland Mews community during any snowfall exceeding the accumulation warranting plowing or other weather emergency or other natural emergency.

- g. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash and other refuse shall be placed in covered containers.
- h. No structure, planting, shrubbery or any other obstruction shall be placed or exist on any lot so as to block the clear view of traffic on any street.
- i. The set-back area at the front lot line of any Lot shall be kept only as a lawn for ornamental or decorative planting of shrubbery or trees.
- j. No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose, unless prior written approval is obtained from the majority of the members of the Association, and unless all other applicable regulations and laws are complied with by the Lot owners. No portion of any dwelling (other than the entire dwelling) shall be leased. No lease of any dwelling shall be made to any person, family unit or group, entity or otherwise, for a term longer than twelve (12) calendar months, whether or not consecutive, including any extensions of any such lease or leases and including any series of leases, without the prior written approval of the Administrative Committee. The provisions hereof shall not be construed to prohibit the granting of any easement and/or right-of-way to any municipality, political subdivision, public utility or other public body or authority by the Association.
- k. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or



similar transmission line, or the like shall be installed or maintained on any lot above the surface of the ground.

- l. No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.
- m. No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the Association acting through the Committee or duly appointed subcommittee. The Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

Extensive changes in the landscaping or grading of any Lot must be approved by the Administrative Committee. Applications for approval must include detailed site plans indicating exact location and dimensions of all proposed grading or improvements. All such applications shall be promptly considered by the Administrative Committee, in accordance with the procedures set forth elsewhere in these Restrictive Covenants.

- n. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, playhouse, or other buildings shall be erected, used or maintained on any lot at any time, unless approved by the Administrative Committee.
- o. Except for entrance signs, directional signs, and signs for traffic control or safety, no commercial signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling, provided, however, that one temporary real estate and one construction sign not exceeding six (6) square feet each in area, may be erected upon any lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate and construction sign shall be removed promptly following the sale or rental or completion of such dwelling.
- p. No structure, planting or other material shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

- q. No outside antenna or similar device, for reception or transmission of any electromagnetic signal, shall be visible upon any lot or dwelling from the abutting street(s), except as approved in writing by the Administrative Committee in accordance with the procedures set forth elsewhere in these Restrictive Covenants.
- r. Any placement of clothes lines must be limited to the rear of the dwellings and not on either front or side yards and such placement shall only be temporary in nature.
- s. No dwelling shall exceed two and one-half (2-1/2) stories or thirty (30) feet in height and no accessory structure shall exceed one story or eighteen (18) feet in height. On any Lot which binds on Melrose Avenue, no dwelling shall face Melrose Avenue. Dwellings located on Lots 10, 11, 12 and 13 must face the center line between them in Block B designated on the recorded Subdivision Plat as N 05° 53' 25" W 166.00'. Dwellings located on Lots 16, 17, 18 and 19 must face the center line between them in Block A and designated on the recorded Subdivision Plat as S 05° 53' 25" E 175.85'. All dwellings shall be designed in an architectural style harmonious to the neighborhood and such style shall be Colonial in nature.
- t. Lighting on residential lots shall not be directed outward from the boundaries of any lot. All outside wiring shall be underground.
- u. All private garages erected on any lot shall harmonize in exterior appearance and construction with the dwelling and are preferred to be entered from side or rear of dwelling. A three car garage shall be the maximum permitted. Carports are prohibited.
- v. Accessory structures on any lot shall harmonize in exterior appearance and construction with the dwelling. Storage sheds shall not be permitted unless they harmonize with the dwelling.
- w. Swimming pools must be of a permanent type and be approved by the Administrative Committee in accordance with the procedures set forth elsewhere in these Restrictive Covenants, including any protective device like fencing or plantings. Any mechanical equipment such as filter and pump must be screened.
- x. Miscellaneous restrictions: Fences must not exceed forty-two (42) inches in height unless governmental regulations require a greater height

(e.g. around a swimming pool); chain link fences are not acceptable; stockade and wrought iron may be allowed under special circumstances. Shutters are to be of wood or a good grade of plastic or good grade of metal. In all cases width of shutters must be adequate for the window openings, whether operable or fixed. Paint - Williamsburg colors are preferred. Restoration of structures and landscaping should conform to the original detail of the structure. All structures must have roofs with a minimum pitch of four (4) inches in a twelve (12) inch rise. All asphalt shingles must be at least three hundred (300) pound per one hundred (100) square feet and of a dark color. All vencers must be taken to grade. Parged block may not be exposed to view. Roof vents may not be visible from front elevation. Basements shall not be used as a residence either temporarily or permanently. Basements are any area three (3) feet below finished grade.

#### ARTICLE V

Land Use - Homeland Mews and every Lot therein shall be used for single family residential purposes only; and no dwelling of any kind whatsoever shall be commenced, erected, altered, placed or permitted to remain on any lot other than one detached dwelling being designed for occupancy by not more than one family, together with any accessory structures, such as a private garage, which is for the sole and exclusive use of the owner or occupant of any lot. No part of the land covered by these covenants, conditions and restrictions shall at any time be used for semi-detached houses, duplex houses or any type of multiple housing units; it being the intention that all of the land contained within the area covered by these Restrictive Covenants shall be used solely for single family dwellings, and no other purposes. No lot or structure shall be permitted to maintain in whole or in part any licensed or recognized profession such as physician, dentist, attorney, architect and the like for the purpose of regularly conducting his profession in his dwelling, provided, however, that telecommuting or other such work from home that does not require that regular presence of clients, customers or other such visitors shall not be prohibited.

#### ARTICLE VI

Easements - The Association hereby reserves to itself, its successors and assigns, an easement five (5) feet wide along the rear and side lines of all lots, except where expressly shown otherwise on said plats, for the purpose of drainage, electric power and telephone lines and for other utilities, both above and below the surface of the land, and it further reserves to itself, its successors and assigns, an easement five (5) feet wide along the rear and side lines of all lots except where expressly shown otherwise on said plats for the

installation of such facilities. All cables and pipes shall be buried below ground in order to maintain environment. When contiguous lots are owned in single ownership, and are used for only one dwelling, then the minimum side lot line easement reservation, unless the same is expressly shown on said plats and required to be observed by the Committee, shall not apply to the common interior lot line.

Easement Maintenance - The easement areas of each lot and all improvements in or on said easements shall be maintained continuously by the owner of the respective Lot except for those improvements for which a public authority or utility company is responsible and except as otherwise provided herein. If utilities are used in common by Lot owners, said Lot owners shall share maintenance expenses.

## ARTICLE VII

Section 1. Driveways. All lots with completed dwellings all have a hard surfaced driveway with driveway parking area for two (2) cars. All driveways shall be constructed of blacktop, macadam, concrete, brick, or such other durable hard surface material as approved by the Committee. Gravel or stone driveways shall not be permitted.

Section 2. Driveway Easements. Lots 1, 2, 3, 10, 11, 12, 13, 16, 17, 18, 19, 22 and 23 of the Subdivision are subject to certain recorded vehicular right-of-way and utility easements, for the sole and exclusive use and benefit of the owners of such Lots. To the extent that any such recorded vehicular right-of-way and utility easements fail to provide for an allocation of responsibility for cost of maintaining, repairing and replacing any vehicular right-of-way or utility easement, the general rule shall be that each Lot bordering on such a vehicular right-of-way or utility easement shall be liable for a portion of such costs equal to the total of such costs divided by the number of such Lots bordering on such vehicular right-of-way or utility easement. In the event of any dispute among the owners of any such Lot bordering on such a vehicular right-of-way or utility easement about any aspect of the allocation of cost of maintaining, repairing or such vehicular right-of-way or utility easement, the dispute be submitted for final and binding determination by the Administrative Committee.

Section 3. Private Vehicular Right of Way. Owners of Lots 1 and 3 of Block A of the Subdivision shall have an Express easement to use for ingress and egress and shall maintain at their sole cost and expense a certain vehicular right of way for their own private use and for the private use of Lot No. 2 (the "Adjacent Lot") as said Lot is designated on a certain subdivision plat titled "Charles A. Knott Property," dated August 13, 1977 and recorded among the Plat Records of Baltimore City in Pocket Folio WA 2751

and as said right of way presently exists within the easement indicated on the aforesaid plat. Owners of Lots 1, 2 and 3 of the Subdivision shall have no responsibility to maintain any portion of the vehicular right of way or driveway as it exists or may exist within the "Adjacent Lot's" boundaries. Owners of Lots 1, 2 and 3 of the Subdivision shall be liable for their fair and proportionate share of the cost of maintaining, repairing and replacing said driveway in the following percentages: Lot 1 shall bear seventeen percent (17%) of the cost, Lot 2 shall bear thirty-three percent (33%) of the cost, and Lot 3 shall bear fifty percent (50%) of the cost. In the event the owners of Lots 1, 2 or 3 of the Subdivision convey or transfer title to their respective properties to any other parties, they shall do so subject to the obligations of payment for maintenance of the driveway right of way herein described.

### ARTICLE VIII

Term - These covenants shall run with the land and shall be binding for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless and until an instrument approved by two-thirds of the then current Members (casting one vote for each lot so owned) and signed by the person so authorized to do and recorded in Baltimore City by which said covenants, in whole or in part, are amended or revoked.

### ARTICLE IX

Section 1. Amount of Annual Assessments. Annual assessments shall begin January 2012 and shall amount to not less than One Hundred Dollars (\$100.00) per Lot. From and after the date on which these Restrictive Covenants are adopted, the annual assessment may be increased or decreased by vote of the Members, in accordance with the By-Laws of the Association, for the next succeeding year, or for such longer periods as the Members of the Association may from time-to-time deem appropriate. No increase or decrease in the amount of the annual assessment shall occur without the affirmative vote of two-thirds of the Members who may be present at an Annual Meeting of the Association, either in person or by proxy, provided that at least a quorum of such Members shall be present, as provided from time-to-time in the By-Laws of the Association.

Section 2. Non-Payment of Assessments. Any assessment or penalty levied pursuant to these Restrictive Covenants, or any installment thereof which is not paid on the date when due shall be delinquent and shall, together with interest thereon of



eighteen percent (18%) per annum and the cost of collection (including but not limited to reasonable attorneys' fees and costs of suit), become a continuing lien on the Lot or Lots owned by such delinquent Member, and shall continue to be the personal obligation of such delinquent Member, until paid in full. The Association is hereby acknowledged to have a right to bring action at law against the Member personally obligated to pay the same and to foreclose on the lien against the Lot or Lots then belonging to said Member.

In the event of any delinquency in payment of any assessment, written notice of such delinquency shall be given to the last known Member who owned a Lot for which a delinquency may exist, by regular United States mail addressed to such Member at the address of such Lot. Delivery of such Notice shall be conclusively presumed to have occurred upon mailing of such Notice by such means to such Member at such address. No action shall be taken to collect any such delinquent payment unless at least 10 business days following such Notice have elapsed without receipt of the delinquent payment. Upon expiration of 10 business days following the provision of such Notice, the Administrative Committee may, in its sole discretion, commence a civil action against the Member personally obligated to pay the same, to record a formal lien in the Land Record of Baltimore City and to foreclose on the lien against the Lot or Lots then belonging to said Member.

Section 3. Assessment Certificates. The Association shall upon demand at any time furnish to any-Member liable for any assessment levied pursuant to these Restrictive Covenants (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed three (3) dollars may be levied in advance by the Association for each certificate so delivered. In the event any proceeding to foreclose upon the lien of any assessment due the Association is commenced with respect to any Lot or Lots in the Subdivision then the owner of such Lot or Lots, upon resolution of the Association, may be required to pay a reasonable rental for such Lot or Lots, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent, in any prominent location within the Subdivision.

## ARTICLE X

All Lot owners in the subdivision of Homeland Mews and their successors in interest shall be bound to these Restrictive Covenants and all that is contained herein. The Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, rules or regulations of any governmental authority or by specific restrictions imposed by any deed or lease. In the event of any conflict the most restrictive provision of such laws, rules, regulations, deeds, leases or the Restrictions shall control. Invalidity of any one or more of these Restrictive Covenants by judgment, court order or legislation shall in no way effect the validity of any of the other provisions herein.

The foregoing Restrictive Covenants have been adopted by the affirmative vote and consent of at least two-thirds of the Members of the Association, as of the date of filing of these Restrictive Covenants (casting one vote for each Lot so owned), as evidenced by the signatures of the person so authorized to do so (the Member) on the form of Consent appended hereto. On the date these Restrictive Covenants are recorded in the Land Records of Baltimore City, the Restrictive Covenants previously recorded among such Land Records by Cakorp, Inc., dated on or about the 17<sup>th</sup> day of June 1981, at Liber 4065, page 267, as amended by an Amendment Number I, dated October 20, 1981, are hereby revoked, rescinded and replaced in their entirety by the Restrictive Covenants set forth herein. Such Restrictive Covenants previously recorded among such Land Records by Cakorp, Inc., dated on or about the 17<sup>th</sup> day of June 1981, at Liber 4065, page 267, as amended by an Amendment Number I, dated October 20, 1981, are hereby void and of no effect with respect to any transaction or matter on or after the date of recording of these Restrictive Covenants.

IN WITNESS WHEREOF the Association has caused these Restrictive Covenants to be executed on its behalf by its duly authorized representative, the day and year first above written, and on behalf of each and all of the owners in fee simple of all that property known as 2-34 East Melrose Avenue, or Homeland Mews, situate and lying in Baltimore City, Maryland.

Homeland Mews Community Association

By:   
President

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, TO IT:

I HEREBY CERTIFY that on this     day of June, 2011, before me, the subscriber, a Notary Public for the state and city/county aforesaid, personally appeared Maureen Maguire, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of the Homeland Mews Community Association, an unincorporated Maryland association, named in the foregoing instrument as the "Association" that (s)he has been duly authorized to execute, and has executed the said instrument on behalf of the said corporation as its act and deed.

AS WITNESS MY HAND AND NOTARIAL SEAL:

Laurie Anne Buncher  
Notary Public

My Commission Expires:

May 5, 2015