

**Declaration of Annexation for
Tanyard Springs Homeowners Association, Inc. (Stonehouse Run Property)**

Covenant Recording Fee 20.00
Declarant Name: ushomecorp
LR - Covenant Surcharge 40.00
LR - Additional Recording Fee 55.00

THIS DECLARATION OF ANNEXATION (this "**Declaration of Annexation**") is made this 10th day of February, 2012, by **U.S. HOME CORPORATION**, a Delaware corporation ("**Declarant**").

Subtotal 115.00
Total: 121.50
#0283287-1
2/17/2012 12:08 CC05-DT
#0283287 CC0501 - Anne
Arundel County/CC05.01.12 -
Register 12 18

RECITALS:

A. Declarant recorded a Declaration of Covenants, Conditions, and Restrictions for Tanyard Springs Homeowners Association, Inc. (the "**Tanyard Springs HOA**") on June 21, 2007 among the Land Records of Anne Arundel County, Maryland (the "**Land Records**") in Book 19221, Page 34 (as amended, restated, and/or supplemented, collectively the "**Declaration**").

B. Pursuant to Article 2 of the Declaration, any real property located within the vicinity of the Tanyard Springs development may be annexed by Declarant within the Tanyard Springs HOA and made subject to provisions of the Declaration.

C. Pursuant to Section 2.2(c) of the Declaration, any Declaration of Annexation may contain supplemental additions and modifications to the covenants, conditions, restrictions and easements set forth in the Declaration or other Governing Documents of the Tanyard Springs HOA as may be considered necessary or desirable by the maker of the Declaration of Annexation to reflect the different character or use of the annexed property, including, without limitation, a partial or complete waiver of all or any portion of the covenants, conditions, restrictions and/or easements in the Declaration and other Governing Documents with respect to the property being annexed, and additional or modified covenants, conditions, restrictions and easements that are more or less restrictive than those set forth in the Declaration or other Governing Documents.

D. The property that is described on **Exhibit 1** attached to and made a part of this Declaration of Annexation (the "**Subject Property**") is all or part of the residential development known as "Stonehouse Run" which is being developed by Declarant and/or Declarant's affiliates. The Subject Property is located near the Tanyard Springs development.

E. Declarant desires to annex the Subject Property within the Tanyard Springs HOA for the limited purpose of providing the residents of the Subject Property rights to use, and obligations with respect to, the Community Amenities (defined below), all as more particularly set forth in this Declaration of Annexation.

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AA CIRCUIT COURT (Land Records)

F. A separate homeowners association known as Stonehouse Run Homeowners Association, Inc. (the "**Stonehouse Run HOA**") has been or will be established as a separate homeowners association for the Subject Property and in addition to the Tanyard Springs HOA.

G. Due to the different character and use of the Subject Property with respect to the Tanyard Springs HOA and the different level of benefits that the Subject Property is expected to receive from the Tanyard Springs HOA, Declarant is entering into this Declaration of Annexation, pursuant to Section 2.2(c) of the Declaration, in order to set forth the covenants, conditions, restrictions, easements and other provisions that are specific to the Subject Property as a part of the Tanyard Springs HOA and which supersede any contrary or conflicting provisions of the Declaration and other Governing Documents.

H. Each Residential Unit now or hereafter part of the Subject Property is referred to in this Declaration of Annexation as a "**Subject Unit**".

NOW, THEREFORE, in consideration of the foregoing recitals incorporated into and made a substantive part of this Declaration of Annexation and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, Declarant hereby declares as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized words or phrases used herein shall have the same meanings in this Declaration of Annexation as are set forth for them in the Declaration.

2. Annexation of Subject Property. The Subject Property is hereby annexed within the Tanyard Springs HOA and made subject to the effect and operation of the Declaration to the extent provided for in this Declaration of Annexation.

3. Use of Community Amenities. Each Owner, resident and guest of a Subject Unit shall be entitled to use the clubhouse, outdoor pool, wading pool, tot lot, tennis courts, basketball/multi-purpose court, open play area, and picnic area located in the main recreational area of Tanyard Springs that are particularly shown and/or described on **Exhibit 2** to this Declaration of Annexation (collectively, the "**Community Amenities**") upon the same terms and conditions that the Community Amenities are made available to all other Owners, residents and guests of Residential Units in the Tanyard Springs HOA, and otherwise subject to this Declaration of Annexation. Each Owner, resident and guest of a Subject Unit shall have and are hereby granted all easements and rights on, over, across and through the HOA Common Area as may be reasonably necessary to access the Community Amenities and to otherwise use and enjoy the Community Amenities. Such easement and rights of use with respect to the Community Amenities are subject to such rules, regulations, and changes in operation or use that are uniformly applied to all Owners, residents, and guests, as the case may be, of the Tanyard Springs HOA that may from time to time be established or modified by the Board of Directors for the Tanyard Springs HOA (the "**Board**").

4. Assessments and Capital Contributions.

(a) The Board shall cause the annual budget for the Tanyard Springs HOA to separately itemize expenses relating to the Community Amenities ("**Community Amenities Expenses**"). Community Amenities Expenses shall include, without limitation, capital and operational expenses and reserves for the Community Amenities, a reasonable apportionment of management and administrative fees and insurance, and any Special Assessments for Community Amenities. Each Owner of a Subject Unit shall pay a pro-rata share of Community Amenities Expenses based on a fraction the numerator of which is 1 and the denominator of which is the total number of Residential Units in the Tanyard Springs HOA that are subject to Assessments (a "**Subject Unit Assessment**"). Subject Unit Assessments shall commence as to each Subject Unit in accordance with Section 5.9 of the Declaration. Declarant and Residential Builders shall be exempt from the payment of Subject Unit Assessments to the same extent as other Assessments of the Tanyard Springs HOA pursuant to Sections 5.7 and 5.8 of the Declaration, respectively. Except for collection costs, fines, and additional user fees uniformly applied, no other Assessment of the Tanyard Springs HOA shall apply to a Subject Unit except for Subject Unit Assessments.

(b) The initial working capital contribution, pursuant to Section 5.4 of the Declaration, that shall be payable to the Tanyard Springs HOA by the initial purchaser of a Subject Unit upon closing on the Subject Unit shall be twenty-five dollars (\$25.00).

(c) Unless the Board for the Tanyard Springs HOA, in its sole discretion, determines to assess Owners of Subject Units directly and/or in other intervals as permitted under the Declaration, all Subject Unit Assessments and capital contributions applicable to Subject Units shall be collected by the Stonehouse Run HOA and remitted to the Tanyard Springs HOA by the 15th of each month. The Stonehouse Run HOA shall not withhold nor decrease payment of the total amount of Subject Unit Assessments due to the Tanyard Springs HOA because of delinquent or insufficient payment of assessments by any Owner of a Subject Unit or other shortfall in the budget of the Stonehouse Run HOA, or for any other reason. Notwithstanding the foregoing, Subject Unit Assessments shall be a lien on each Subject Unit and enforceable against the Subject Unit and Owner thereof to the same extent provided for in the Declaration for any other Assessment of the Tanyard Springs HOA. No Owner of a Subject Unit may waive or otherwise escape liability for payment of Subject Unit Assessments by non-use of the Community Amenities, abandonment of its Subject Unit or otherwise.

5. Non-Voting Members. Because of the reduced assessment liability and reduced scope of services applicable to the Subject Units, neither the Owners of the Subject Units nor the Stonehouse Run HOA shall be voting members of the Tanyard Springs HOA.

6. Applicability of Declaration and other Governing Documents. Only those provisions of the Declaration and other Governing Documents of the Tanyard Springs HOA that are set forth in this Declaration of Annexation as applicable to the Subject Units, and those provisions of the Declaration and other Governing Documents that are reasonably required under the circumstances to give effect to the limited purpose of this Declaration of Annexation in establishing

rights and obligations for the Subject Units with respect to the Community Amenities, shall be applicable to the Subject Units including, but not limited to:

- (a) The rights of Owners of Subject Units to use the Community Amenities to the extent of the "HOA Common Area" as set forth in Sections 3.1 and 3.3 of the Declaration;
- (b) Subject Unit Assessments are an Assessment of the Tanyard Springs HOA and subject to the covenants and liens set forth in Article 5 of the Declaration;
- (c) Uniform HOA Codes, rules and regulations relating to the Community Amenities that may be established or amended from time to time;
- (d) Article 15 of the Declaration;
- (e) This Declaration of Annexation and the provisions of the Declaration applicable to the Subject Property may be enforced by Declarant, any Owner of a Subject Unit, the Stonehouse Run HOA, and the Tanyard Springs HOA;
- (f) The Tanyard Springs HOA may levy fines against Owners of Subject Units for violations of applicable provisions of the Governing Documents;
- (g) Article 18 of the Declaration; and
- (h) The right of any Mortgagee of a Subject Unit to be an "Eligible Mortgagee" subject to and in accordance with the Declaration.

7. Express Exclusions. Provisions of the Declaration and other Governing Documents of the Tanyard Springs HOA that are not reasonably required to give effect to the limited purpose of this Declaration of Annexation in establishing rights and obligations for the Subject Units with respect to the Community Amenities shall not be applicable to the Subject Units. Without limiting the generality of the foregoing and notwithstanding any other provision of this Declaration of Annexation, the following provisions of the Declaration are expressly not applicable to the Subject Property:

- (a) Common areas of the Stonehouse Run HOA shall not be HOA Common Area of the Tanyard Springs HOA.
- (b) The Owners of Subject Units and the Stonehouse Run HOA are not voting members of the Tanyard Springs HOA;
- (c) None of the provisions of Article 7 of the Declaration [Design Review and Architectural Control] shall apply to any portion of the Subject Property.
- (d) The Subject Property is not and shall not be encumbered by any easements or use restrictions under the Declaration and other Governing Documents, provided that this shall

not be deemed to impact the use of the Community Amenities as otherwise set forth in this Declaration of Annexation.

8. Severability. If any term or provision of this Declaration of Annexation is invalid or unenforceable for any reason, the remaining terms and provisions of this Declaration of Annexation shall remain in full force and effect.

9. Interpretation and Priority. This Declaration of Annexation applies only to the Subject Property, including all Subject Units now or hereafter established within the Subject Property. The terms and provisions of this Declaration of Annexation shall supersede and control in the event of any conflict (i) between the Declaration or other Governing Documents and this Declaration of Annexation, or (ii) between the declaration or other governing documents of the Stonehouse Run HOA and this Declaration of Annexation. The declaration and other governing documents of the Stonehouse Run HOA are subject and subordinate to this Declaration of Annexation regardless of when recorded among the Land Records. This Declaration of Annexation shall be construed and enforced in accordance with the laws of the State of Maryland. Captions and paragraph headings in this Declaration of Annexation are for convenience only and shall not be used in the interpretation of this Declaration of Annexation. Whenever the context so requires, the singular shall include the plural, and vice versa, and the use of any gender shall include all genders.

10. Binding Effect and Amendments.

(a) All covenants, conditions, restrictions, easements, equitable servitudes, and other provisions set forth in this Declaration of Annexation shall be perpetual unless expressly stated otherwise in this Declaration of Annexation, and shall run with and bind the land and be binding on all parties having any right, title or interest in all or any portion of the Subject Property, their heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of each Owner of a Subject Unit.

(b) Except as provided in Paragraph 10(c) below, this Declaration of Annexation may be amended by Tanyard Springs HOA and Stonehouse Run HOA, with the consent of Declarant during the Declarant Control Period, by a written instrument recorded among the Land Records. Notwithstanding the foregoing but subject to Paragraph 10(c) below, any termination of this Declaration of Annexation or any material and adverse change to the rights of Owners of the Subject Units to use the Community Amenities as set forth in this Declaration of Annexation shall require an affirmative vote of at least fifty-one percent (51%) of all Owners of the Subject Units.

(c) During the Declarant Control Period, Declarant may amend this Declaration of Annexation for any purpose set forth in and subject to Section 18.7 of the Declaration.

11. Declarant Rights and Declarant Assignment. Nothing in this Declaration of Annexation shall be deemed to limit or modify any rights, privileges or exemptions of Declarant under the Declaration or other Governing Documents. No successor, transferee or assign of

Declarant shall have any of the rights of Declarant as set forth in this Declaration of Annexation unless such rights are expressly set forth in a written instrument of succession, transfer or assignment.

12. Non-Merger. Notwithstanding that all or any portion of the Subject Property may now or in the future be owned by the same person or entity, none of the easements and rights granted under this Declaration of Annexation nor any other provision of this Declaration of Annexation shall be deemed extinguished by merger or otherwise.


13. Perpetuities. If any of the covenants, restrictions, or other provisions of this Declaration of Annexation shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the 112th United States Congress.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration of Annexation as of the date first set forth above with the intention of making this a sealed instrument.

DECLARANT:

U.S. HOME CORPORATION,
a Delaware corporation

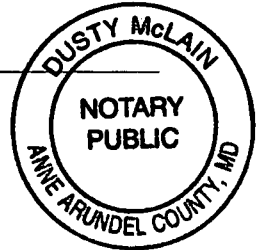
By:  [SEAL]
Name: Stephen A. Ness
Title: Vice President

STATE OF Maryland
COUNTY OF Anne Arundel

*
* to wit:
*

I HEREBY CERTIFY that on this 10th day of February, 2012, before me, a Notary Public for the aforesaid jurisdiction, personally appeared Stephen A. Ness, known to me (or satisfactorily proven) to be the Vice President of U.S. Home Corporation, and that such person, in such capacity and being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained.


Notary Public



My Commission Expires: 3/20/2014

[NOTARIAL SEAL]

Exhibit 1**Description of the Subject Property**

All of the subdivided record lots or parcels now or hereafter located within the property described in the attached Exhibit "A" labeled "Description of the Property, Stonehouse Run" that are used or intended for use for residential dwellings, saving and excepting all separately subdivided record lots or parcels within said property described on Exhibit "A" that are used or intended for use as HOA common areas, open space, forest conservation areas, and other uses that do not include the construction of any residential dwellings upon such lots or parcels.

EXHIBIT "A"

**Description of the Property
Stonehouse Run**

T M 10, BLK 22, P 100
L 2242, F 422

Beginning for the First at an iron bar and cap set on the southerly right-of-way line of Marley Neck Road (120' wide) as shown on those Anne Arundel County Department of Public Works Plats 23577 & 23578, said cap set being located at the end of the division line between those lands conveyed to John T. Hardisty by deed dated January 15, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2242, Folio 422 and those lands conveyed to Mary B Windsor by deed dated March 18, 2001 and recorded among said Land Records in Liber 10247, Folio 278, said cap set also being located S 28° 28' 39" E, 1.71' from an iron pipe found; thence from the point of beginning so fixed, and running with and binding on a part of said right-of-way line.

1. By the non-tangent arc of a circle curving to the left having a radius of 3904.71 feet, length 568.22 feet, and chord North 28° 39' 07" East, 567.73 feet to an iron pin and cap set; thence
2. South 44 degrees 32 minutes 34 seconds East, 37.46 feet to an iron pin and cap set; thence
3. North 29 degrees 01 minutes 45 seconds East, 29.09 feet to an iron pin and cap set at the beginning of the division line between said Hardisty lands and that second parcel of land conveyed to Browning-Ferris, Industries by deed dated November 6, 1998 and recorded among said Land Records in Liber 8808, Folio 187; thence departing said right-of-way line and running with and binding on said Hardisty/Browning-Ferris division line
4. South 61 degrees 40 minutes 30 seconds East, 471.22 feet to an iron pin and cap set; thence
5. South 28 degrees 30 minutes 50 seconds East, 314.72 feet to an iron pin and cap set on the division line between said Hardisty Lands and those Lands conveyed to Baltimore Gas and Electric Company by deed dated October 28, 1970 and recorded among said Land Records in Liber 2372, Folio 284, said cap set being located N 28° 30' 50" W, 114.42' from a broken concrete monument found; thence departing said Browning-Ferris lands and running with and binding on the division line between said BGE Lands and said Hardisty Lands
6. South 45 degrees 30 minutes 21 seconds West, 801.04 feet to an iron pin and cap set on the division line between said Hardisty Lands and those lands conveyed to TSC/Howard Rd, LLC by deed dated March 12, 2003 and recorded among said Land Records in Liber 12810, Folio 700; thence departing said BGE Lands and running with and binding on a part of said Hardisty/TSC division line, with the division line between said Hardisty Lands and all those lands shown on that Plat entitled "Shannon Forest" and recorded among said Land Records in Plat Book 109, Page 40, Plat 5665, and with the division line between said Hardisty Lands and said Windsor Lands, passing an iron bar found at a distance of 120.83' and 3.68' NE of line, passing an iron

pipe found at a distance of 307.43' and 0.83' SW of line, and passing an iron pipe found at a distance of 460.69' and 0.14' SW of line

7. North 28 degrees 28 minutes 39 seconds West, 642.29 feet to the point and place of beginning.

Containing 512,197 square feet, or 11.758 acres of land, more or less, shown as "South Parcel 1" on a plat and survey prepared by Development Facilitators, Inc. in June, 2006.

Beginning for the Second at an iron pin and cap found at the Southwest Corner of those lands conveyed to John T. Hardisty by deed dated January 15, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2242, Folio 422, said cap found also marking the Northeast corner of all those lands shown on that Plat entitled "Woods of Shannon" and recorded among said Land Records in Plat Book 95, Page 646, Plat 4971; thence from the point and place of beginning so fixed and running with and binding on a part of the division line between said Hardisty Lands and those lands conveyed to TSC/Howard Rd., LLC by deed dated March 12, 2003 and recorded among said Land Records in Liber 12810, Folio 700

1. North 28 degrees 28 minutes 39 seconds West, 82.46 feet to an iron pin and cap set at the southerly corner of those lands conveyed to Baltimore Gas and Electric Company by deed dated August 20, 1956 and recorded among said Land Records in Liber 1062, Folio 281; thence running with and binding on the division line between said Hardisty Lands and said BGE Lands
2. North 45 degrees 30 minutes 21 seconds East 801.16 feet to an iron pin and cap set at the Southwest corner of the third parcel of land conveyed to Browning-Ferris, Industries by deed dated November 6, 1998 and recorded among said Land Records in Liber 8808, Folio 187, said cap set being located S 28° 30' 50" E, 62.41' from a broken concrete monument found; thence running with and binding on a part of the division line between said Hardisty Lands and said Browning-Ferris lands
3. South 28 degrees 30 minutes 50 seconds East, 285.79 feet to an iron pipe found at the Northeast corner of said "Woods of Shannon" Lands; thence running with and binding on the division line between said Hardisty Lands and said "Woods of Shannon" lands as shown on said Plat, passing an iron bar and cap found at a distance of 480.73' and 0.08' SE of line, and passing an iron bar and cap found at a distance of 669.83' and 0.74' SE of line
4. South 60 degrees 12 minutes 16 seconds West, 770.45 feet to the point and place of beginning.

Containing 141,817 square feet, or 3.256 acres of land, more or less, shown as "South Parcel 2" on a plat and survey prepared by Development Facilitators, Inc. in June, 2006.

Being a part of those lands conveyed to John T. Hardisty by deed dated January 15, 1969, and recorded among the Land Records of Anne Arundel County in Liber 2242, folio 422; and

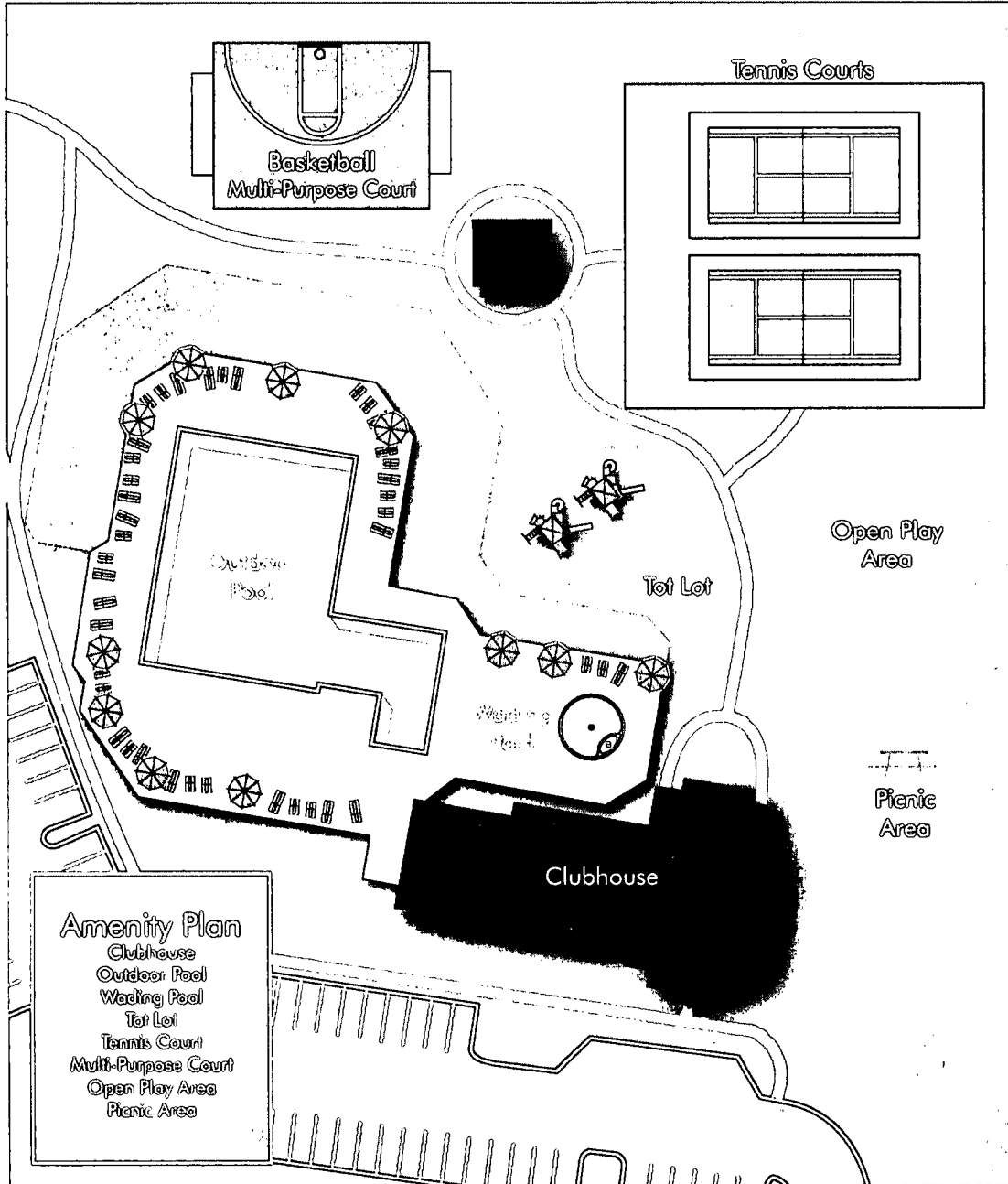
Being all of that property which by corrective deed dated July 14th, 2006, and recorded among the Land Records of Anne Arundel County in Liber 18040, folio 266, from John T. Hardisty unto Marley Neck Parcel 100, LLC, a Maryland limited liability company.

Exhibit 2

Plan or Description of the Tanyard Springs Recreational Areas

Tanyard Springs

Amenity Map



BK 24333 PG 283

LENNAR

Site plans and community maps are conceptual in nature and are merely an artist's rendition. These maps are solely for illustrative purposes and should never be relied upon. THE PAST, PRESENT, FUTURE OR PROPOSED ROADS, EASEMENTS, LAND USES, CONDITIONS, PLAT MAPS, LOT SIZES OR LAYOUTS, ZONING, UTILITIES, DRAINAGE, LAND CONDITIONS, OR DEVELOPMENT OF ANY TYPE WHATSOEVER, WHETHER REFLECTED ON THE SITE PLAN OR MAP, OR WHETHER OUTSIDE THE BOUNDARIES OF THE SITE PLAN OR MAP, MAY NOT BE SHOWN OR MAY BE INCOMPLETE OR INACCURATE. THE PRESENT, FUTURE OR PROPOSED ROADS, EASEMENTS, LAND USES, CONDITIONS, PLAT MAPS, LOT SIZES OR LAYOUTS, ZONING, DRAINAGE, LAND CONDITIONS, OR DEVELOPMENT OF ANY TYPE MAY OR MAY NOT CHANGE IN THE FUTURE. IT IS NOT UNCOMMON THAT ANY OF THE FOREGOING CAN CHANGE WITHOUT NOTICE TO YOU. YOU SHOULD NEVER RELY ON THE ACCURACY OF THIS MAP IN MAKING ANY DECISIONS RELATIVE TO PURCHASING ANY PROPERTY. We reserve the right to make changes at any time without notice.



AA CIRCUM COURT (Land Records) (MSA CE 89-24797) RFD 24333, p. 0283. Printed 02/08/2013. Online 02/28/2012.

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**After recording, please return to:
Ballard Spahr LLP
ATTN: Melanie Thompson-Ott
4800 Montgomery Lane, Suite 700
Bethesda, MD 20814**