

WEST RIVER PLANTATION HOMEOWNERS ASSOCIATION, INC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by SOUTH CREEK REALTY LIMITED PARTNERSHIP, a Maryland limited partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain Property in the County of Anne Arundel, State of Maryland, which is more particularly described on the legal description attached hereto and made part hereof as Exhibit "A".

NOW, THEREFORE, Declarant hereby declares that all of the Property described on Exhibit "A" hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property described on Exhibit "A" hereto, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I  
DEFINITIONS

Section 1.01. "Association" shall mean and refer to West River Plantation Homeowners Association, Inc., a nonstock, nonprofit corporation, its successors and assigns.

Section 1.02. "Archaeological Site" shall mean and refer to that portion of the Common Area (as defined herein) upon which an archaeological site is located and which will be subject to certain covenants, restrictions and easements pursuant to an easement to be recorded among the Land Records of Anne Arundel County, Maryland, for the benefit of the Maryland Historical Trust for the protection and conservation of such property. Neither the Association nor any Owner (as defined herein) may use or disturb the Archaeological Site in contravention of the terms of such easement.

Section 1.03. "Buffer Management Plan" shall mean and refer to any management plan proposed by the Declarant or the Association and approved by the Anne Arundel County Office of Planning and Zoning concerning the management or maintenance of any buffer zones or other property within the Critical Area (as defined in this Declaration) in accordance with federal, state and local law.

Section 1.04. "Common Area" shall mean all real property owned or leased by the Association (including the improvements thereto) for the common use and enjoyment of the Owners. The Common Area anticipated to be owned by the Association at the time of the conveyance of the first Lot is described more particularly on the legal description attached hereto and made part hereof as Exhibit "B". To the extent that portions of the Common Area include the Recreation Area, Conservation Area and the Archeological Site (as defined in this Declaration) such areas are subject to the Historical Trust Easement (as defined herein) and the covenants, easements or restrictions affecting the Archeological Site under any other easement benefiting the Maryland Historical Trust.

Section 1.05. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including a reasonable reserve, all as may be found to be necessary or appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Association.

Section 1.06. "Community-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing in the Project. Such standard may be more specifically determined and set forth by the Covenant Committee (as such term is defined in Article 5.01).

Section 1.07. "Conservation Area" shall mean and refer to that portion of the Common Area designated as such in a certain Maryland Historical Trust Deed of Easement recorded among the Land Records of Anne Arundel County, Maryland in Liber 3247 at folio 120 et seq. (the "Historical Trust Easement") and/or designated on the subdivision plate of the Property recorded among the Land Records of Anne Arundel County, Maryland, which property is subject to certain covenants, restrictions and easements of such Historical Trust Easement, including, but not limited to, that such Conservation Area may not be altered, or constructed upon, nor may existing improvements thereon be modified, without the prior express written consent of the Maryland Historical Trust (the "Trust"); provided, however, the Association shall maintain and repair the Conservation Area in accordance with the terms of the Historical Trust Easement. In addition, the Conservation Area shall not be disturbed contrary to the provisions of the Historical Trust Easement and shall be used for the protection of the tidal wetlands as shown on the subdivision plats of the Property recorded among the Land Records of Anne Arundel County, Maryland.

Section 1.08. "Critical Area" shall mean and refer to those areas within the Property corresponding to (i) all waters of and lands under the Chesapeake Bay and its tributaries to the head of the tide as indicated on the State of Maryland wetland maps, and all state and private wetlands designated under Title 9, Natural Resources Article, Annotated Code of Maryland, as amended from time to time, and (ii) all land and waters within one thousand (1,000) feet beyond the landward boundaries of the state or private wetlands and the heads of tide designated under Title 9, Natural Resources Article, Annotated Code of Maryland, as amended from time to time.

Section 1.09. "Declarant" shall mean and refer to South Creek Realty Limited Partnership, a Maryland limited partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

Section 1.10. "Development Plan" shall mean the Final Development and Grading Plan for West River Plantation dated November 25, 1987, prepared by Greenhorne and O'Mara, Inc., Annapolis, Maryland, including all amendments thereto as may be made from time to time.

Section 1.11. "Eligible Mortgage Holder" shall mean a holder of a first mortgage on a Lot who has requested notice from the Association of amendments to the Association documents or other significant matters which would affect the interests of the mortgagee.

Section 1.12. "Lawn and Garden Areas" shall mean and refer to those portions of the Lots, which are appurtenant to the dwellings located upon such Lots, upon which grasses, shrubs, trees, flowers or plant material have been or are naturally intended to be planted provided however any area which is fenced or walled-in or which otherwise is not easily accessible by the Association shall not be deemed a Lawn and Garden Area.

Section 1.13. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 1.14. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot.

In the event any Mortgage is insured by the Federal Housing Administration ("FH.4") or guaranteed by the Veterans Administration ("VA"), then as to such Mortgage, the term "Mortgagee" shall include the FHA or the VA as the circumstances may require.

Section 1.15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.16. "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.17. "Recreation Area" shall mean and refer to that portion of the Common Area, designated as such in the Historical Trust Easement and/or shown on the subdivision plats of the Property recorded among the Land Records of Anne Arundel County, Maryland, which Property is subject to such Historical Trust Easement and upon which certain recreational facilities may be constructed subject to the terms of such Historical Trust Easement, including, but not limited to, the obligation to obtain the prior approval of the Trust of the plans and specifications of any such recreational facilities.

ARTICLE II  
PROPERTY RIGHTS

Section 2.01. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, including an easement for the use and enjoyment of the private streets and parking lots and walkways within the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members and fifty-one percent (51%) of the Eligible Mortgage Holders agreeing to such dedication or transfer has been recorded;

(c) the right of the Association to limit the number of guests of Owners;

(d) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon;

(e) the right of the Association to provide for the exclusive use by Owners and others of certain designated parking spaces within the Common Area;

(f) the right of the Association, the Declarant, utility companies and other owners with respect to the easements by this Declaration;

(g) the covenants, restrictions and easements contained in the Historical Trust Easement:

(h) notwithstanding anything contained herein to the contrary, the Association shall not unreasonably restrict pedestrian and vehicular ingress and egress to and from any Lot through the Common Area.

Section 2.02. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws and Rules and Regulations of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, social invitees, or contract purchasers who reside on the Property.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.02. Voting Rights. The Association shall have two (2) classes of voting membership;

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one(1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Any Owner who leases his Lot may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Association.

Class B. There shall initially be two hundred forty-nine (249) Class B memberships in the Association, all of which will be held by the Declarant. This number shall be decreased by three (3) memberships for each Class A membership existing at any one time. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) thirty (30) days following the date on which the authorized and outstanding votes of the Class A members equals sixty-three (63); or

(ii) (4) years from the date of recordation of this Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid four (4)-year period shall be extended by a period of time equal to the length of the delays or two (2) years, whichever is less; or

(iii) upon the surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse or surrender of the Class B memberships as provided for in this Article, the Declarant shall thereafter become a Class A member of the Association as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made, provided the requirements of the Maryland Contract Lien Act have been fulfilled. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4.02. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area (including any improvements situated thereon which may include, without limitation, any storm water management equipment or facilities such as pipes, basins, pumps, oil/grit separators and other equipment or apparatus appurtenant to such facilities), the payment of real estate taxes, assessments and utility services for the Common Area, and management fees, administration expenses and all other costs and expenses incurred by the Association in the proper conduct of its activities, including, without limitation, charges accruing under any cross-easement or reciprocal easement agreements. The assessments may also be used to pay the expenses of the maintenance, repair and replacement of any property serving or appurtenant to the Property which the Board of Directors of the Association elects to maintain whether or not such property is located within the Property.

Section 4.03. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the initial annual assessment shall be the amount established by the Declarant in its sole discretion; provided, however, that such initial annual assessment shall not be less than One Hundred Twenty Dollars (\$120.00) per Lot and provided that the rate of annual assessments, including special assessments, against Lots owned by the Declarant (if any) shall be twenty-five percent (25%) of the rate assessed against Lots owned by Class A members. Notwithstanding the foregoing, Declarant shall pay the full maximum annual and special assessments for Lots owned by Declarant upon which a dwelling unit has been completed and is occupied by a party other than the Declarant. Notwithstanding any provision contained in this Declaration to the contrary, Declarant hereby covenants and agrees for the benefit of each Class A member to pay any and all expenses incurred by the Association during the Deficit Period (as such term is hereinafter defined) in furtherance of its purposes to the extent that the annual and special assessments levied during the Deficit Period are insufficient to pay such expenses; provided, however, that at such time as the Declarant has paid what would equal one hundred percent (100%) of the assessments for its Lots which are entitled to a reduced rate of assessment, then the Declarant shall only be obligated to pay any further assessments during that annual period in an amount equal to what would be due for such Lots had they been owned by a Class A member. As used herein, the term "Deficit Period" shall mean that period of time commencing on the date of recordation of this Declaration and ending on the date on which the Class B membership lapses and becomes a nullity in accordance with the provisions of this Declaration.

The Board of Directors may from time to time fix the annual assessment an amount sufficient to meet the Common Expenses of the Association. The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for.

The Declarant may establish a working capital fund for the initial operation of the Association. Such working capital fund may be funded by a one-time assessment of two (2) times the normal monthly assessment for a Lot and shall be payable, if established, by the Declarant's grantee upon the settlement of a completed dwelling located on any Lot.

If the Board of Directors determines that the functions of the Association may be properly funded by an annual assessment less than the initial maximum annual assessment set forth above, or less than the maximum annual assessment subsequently increased pursuant to this Section 4.03, then the Board of Directors may levy such lesser assessment as it deems appropriate. The levy of an annual assessment less than the maximum annual assessment for any year shall not affect the right of the Board of Directors to levy an annual assessment up to the full amount of the maximum annual assessment in any subsequent years.

The Board of Directors shall make a reasonable effort to prepare a budget at least thirty (30) days before the beginning of the fiscal year. The budget shall include an amount sufficient to establish and maintain a reserve fund in accordance with a reserve fund budget separately prepared by the Board of Directors pursuant to Section 4.11. The Board of Directors shall cause a copy of the budget, and the amount of the assessments, to be levied against each Lot for the following year, to be delivered to each Owner at least thirty (30) days prior to the commencement date of the new assessments. The budget and the assessments shall become effective unless a special meeting of the Association is duly held and at such special meeting the budget and the assessments are disapproved by a vote of at least a majority of both classes of the total Association membership.

Notwithstanding the foregoing, however, in the event the membership disapproves the budget or the Board of Directors fails for any reason to determine or adopt the Budget For the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 4.04. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.05. Notice and Quorum for any Action Authorized Under Sections 4.03 and 4.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.03 or 4.04 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 4.06. Variable Rate of Assessment. The Board of Directors may, from time to time, establish by resolution non-uniform rates of assessments for Lots within the Property. Such rates shall be based on actual costs incurred by the Association relating to the operation and maintenance of- the Lots within the Property; provided, however, that Lots containing exactly the same type of dwelling unit shall be assessed at a uniform rate. The imposition of non-uniform rates of assessment for Lots containing different dwelling unit types shall rest solely at the discretion of the Board of Directors. The Association may also include in the assessment against any Lot or Owner thereof the cost of any other expenses incurred by the Association as a



result of any activities directly related to or caused by such Lot or the Owner or occupants thereof, including, but not limited to, insurance or maintenance costs of the Association, as determined by the Board of Directors of the Association in its sole discretion. For example, without limiting the foregoing, if an Owner (or his lessee, guest or invitee) conducts a commercial activity within the Property (not otherwise prohibited) which results in increased insurance premiums for the Association because of the Association's increased exposure to liability as a result of that activity, the Association may charge the differential in such insurance premium against such Lot and the Owner thereof. Such assessment shall be collectible in the same manner as any other assessment levied by the Association pursuant to the terms hereof.

Section 4.07. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to the initial Class A purchaser thereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer for the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association with the status of assessments on the Lots shall be binding on the Association as of the date of its issuance.

Section 4.08. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the maximum rate permitted by law (or such lesser sum as VA and/or FHA may specify if any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is guaranteed by VA or insured by FHA). Additionally, the entire balance of the unpaid annual assessments for the remainder of the fiscal year shall also become due, payable and collectible in the same manner as the delinquent portion of such annual assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 4.09. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby);

recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 4.10. Additional Default. Any recorded first mortgage secured on a Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 4.09 shall not be altered, modified or diminished by reason of such failure.

Section 4.11. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and community facilities by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Areas and community facilities may be expended only for the purpose of affecting the replacement of the Common Areas, major repairs to any equipment replacement, and for start up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and community facilities. The Association shall establish a reserve fund for the repair and replacement of any storm water management facilities which the Association intends or is required to maintain which benefit or serve the Property. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

ARTICLE V  
ARCHITECTURAL CONTROL

Section 5.01. Architectural Change Approval. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and conformity with the design concept for the Property by the Board of Directors of the Association, or by a covenant committee composed of three (3) or more representatives appointed by the Board of Directors of the Association

("Covenant Committee"); provided, however, that any construction or alteration of improvements on the Recreation or Conservation Areas also comply with the terms of the Historical Trust Easement. Any construction or alteration of improvements situated on the Archaeological site shall comply with all covenants or restrictions affecting such property benefiting the Maryland Historical Trust and recorded among the Land Records of Anne Arundel County, Maryland, in addition to the provisions of this Article V. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Design approval by the Covenant Committee or by the Board shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities or other qualities of the item being reviewed. The Board or the Covenant Committee shall have the right to charge a reasonable fee for reviewing each application in an amount not to exceed Fifty Dollars (\$50.00). Any exterior addition to or change or alteration made without application having; first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and the addition, change or alteration may be required to be restored to the original condition at the Owners cost and expense. In any event, no such exterior addition to or change or alteration shall be made without approvals and permits therefor having first been obtained by the Owner from the applicable public authorities or agencies. Notwithstanding any provision of this Declaration to the contrary, and except for the terms of the Historical Trust Easement and the terms of any easements, covenants or restrictions affecting the Archeological Site and benefiting the Trust, the provisions of this Article V shall not be applicable to the Declarant or any part of the Property owned by the Declarant.

Section 5.02. Initiation and Completion of Approved Changes. Construction or of approved alterations in accordance with plans and specifications approved by the Covenant Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Covenant Committee (whether by affirmative action or by forbearance from action as provided in Section 5.01), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Covenant Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Covenant Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this article shall again be required. There shall be no deviations from plans and specifications approved by the Covenant Committee without any prior consent in writing of the Covenant Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Covenant 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 5.03. Certificate of Compliance. Upon completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by the Covenant Committee in accordance with the provisions of this Article, the Covenant 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 Covenant Committee and construction or installation in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 5.04. Covenant Committee Rules and Regulation. Appeal of Covenant Committee Decision. The Covenant 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 such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Covenant Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Covenant Committee may appeal the decision of the Covenant Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors. Two thirds (2/3) of the Board of Directors shall be required to reverse the decision of the Covenant Committee.

Section 5.05. Exterior Appearance. Except as specifically provided herein to the contrary, and without limiting the generality of this Article V, the following shall apply to every Lot and dwelling unit within the Property, unless otherwise expressly provided by the Covenant Committee and the Board of Directors:

(a) storm windows installed by any Owner or resident, provided such installation is approved by the Design Review Board and the Covenant Committee, shall be painted the same color as the window frame.

(b) the installation of any storm door(s) must receive prior approval of the Covenant Committee, including, but not limited to, the style, color and material of said storm door(s). Storm doors must be of traditional design, must be either full or three-quarters view clear glass, and must match the front door or the trim around the front door.

(c) the color of the exterior of all structures or dwellings on Lots including, without limitation, garage doors, all sidings, gutters, downspouts, brick and trim, shall not be changed or altered.

(d) the roof of any dwelling shall be repaired or replaced with materials, substantially identical in construction, shingle type, texture and color as the material utilized by the Declarant in the original construction of the dwelling.

Notwithstanding anything to the contrary contained in this Section 5.05, the provisions of said Section 5.05 shall not apply to any Lot or dwelling owned by the Declarant.

ARTICLE VI  
USE RESTRICTIONS

In addition to all other covenants contained herein, the use of

Section 6.01. Permitted Uses. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a dwelling, except that a professional office may be maintained in a dwelling, provided that (i) such maintenance and use is limited to the person actually residing in the dwelling; (ii) no employees or staff other than a person actually residing in the dwelling are utilized; (iii) such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation and (iv) the person utilizing such office maintains a principal place of business other than the dwelling. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or dwelling, or improvement thereon, for promotional or display purposes, or as "model homes", a sales and/or construction office, or the like.

Section 6.02. Prohibited Uses and~isan~. Except for the activities of the Declarant during the construction or development of the Property, or except with the prior written approval of the Board of Directors of the Association or the Covenant Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Area:

(a) no noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling or any other part of the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any Lot;

(b) the maintenance, keeping, boarding or raising of animals, live-stock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling, or other part of the Property, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided (i) they are not kept, bred or maintained for commercial purposes; (ii) such domestic pets are not a particular source of annoyance or nuisance to the neighborhood or other members; (iii) no more than three (3) such domestic pets may be maintained upon a Lot or the dwelling erected

thereon; and (iv) such pets are maintained in strict conformance to all laws and ordinances. The Board of Directors or, upon resolution of the Board of Directors, the Covenant Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate;

(c) 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 or other part of the Property;

(d) except for parking within garages, and except as herein elsewhere provided, no junk vehicle, commercial vehicle (including vans used for commercial use), truck (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, camp truck, house trailer, boat or other similar vehicles, machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area) shall be kept upon the Property or upon the public or private streets adjacent to the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Covenant Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like ;

(e) 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 ;

(f) 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. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose;

(g) no tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any Lot which would impede the Association's ability to perform its obligations as set forth in this Declaration, or which, in the judgment

of the Board of Directors or the Covenant Committee, would be inharmonious with the aesthetics of the community;

(h) no decorative lawn ornament, no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, stable, or other buildings shall be erected, used or maintained on any Lot at any time;

(i) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no 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 sign not exceeding six (6) square feet 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 sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure; drainage pipe, television maintained upon any Lot similar transmission line Except during periods of actual use, no hose shall be stored or placed in the front or side yard of any dwelling unless screened from public view;

(j) no water pipe, sewer pipe, gas pipe, cable or other similar transmission line shall be installed or above the surface of the ground and no wire, cable or other may be attached to the exterior of any structure on any Lot.

(k) no play equipment, including, without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the front or side exterior of any dwelling;

(l) 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;

(m) no outside television aerial or radio antenna, or other aerial or antenna for either reception or transmission (including, but not limited to, satellite dish antenna), shall be maintained upon the Property except that such serials or antennae may be erected and maintained within the interior of dwellings located upon the Property;

(n) vegetable gardens shall be maintained only within the rear yard of any Lot, and shall be maintained in a neat and attractive manner;

(o) lawn furniture shall be used and maintained in rear yards or decks only and shall be maintained in a neat and attractive manner;

(p) no equipment or machinery (including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling) shall be stored in the front or side yard on any Lot;

(q) no garbage or trash containers shall be kept on the front or side yard of any Lot and garbage and trash containers kept or maintained in the rear yards of any Lots under or upon decks shall be screened from public view at all times;

(r) no member shall make any private or exclusive or proprietary use of any of the Common Areas and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association;

(s) any fence constructed upon the Property shall not extend forward of the front building line of the dwelling on the Lot upon which any such fence is erected. No fence shall be more than six feet (6') in height. Chain link and other wire fencing is specifically prohibited;

(t) bed sheets, plastic sheets; newspapers, plastic storm windows or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot;

(u) children's play and similar equipment shall not be allowed to remain overnight within any front yard of any Lot or within the Common Areas;

(v) children's outdoor permanent playhouses and swinging or climbing apparatus or equipment shall not be permitted in the front or side yards of any Lot;

(w) no exterior lighting, emanating from a Lot, shall be outside the boundaries of the Lot; directed

(x) No garage or outbuilding properly erected on a Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation;

(y) no drying or airing of any clothing or bedding shall be permitted outdoors and within any Lot other than within rear yards and between the hours of 8 a.m. and 5 p.m. on Monday through Friday and 8 a.m. and 1 p.m. on Saturdays (except when any such days shall fall upon a holiday) and clothes-hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned; and

(z) notwithstanding anything, to the contrary contained in this Declaration, no garage may be altered, modified or changed in any manner which would inhibit or in any way limit its function as a parking area for vehicles.



Section 6.03. Boat Docks, Slips and Piers. No boat dock, slip or pier is permitted to be located on or within any Lot, nor serving nor appurtenant to or benefiting any Lot or dwelling unit located within the Property, except for a community pier, dock or marina constructed by the Declarant or the Association in accordance with the terms of the Historical Trust Easement and applicable law, which pier, dock or marina is intended to serve all of the Lot Owners.

Section 6.04. Leasing and Transfers.

(a) No portion of a dwelling unit, other than an entire dwelling unit, may be leased or rented unless the prior written approval of the Covenant Committee or the Board of Directors is obtained. All leases shall be on forms approved by the Association and shall (i) contain provisions advising the tenant of his/her obligation to comply with all provisions of this Declaration, the Bylaws and the Rules of the Association; (ii) provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Bylaws or Rules of the Association, or of any other document, agreement or instrument governing the dwelling units and/or the Property. The Owner(s) of a leased Lot shall notify the Association in writing of the Owners' current address. The Owner(s) of a leased or rented dwelling unit shall be jointly and severally liable with his tenant(s) to the Association to pay any claim for injury or damage to persons or property caused by any action or omission, including, without limitation, the negligence of the tenant(s). Every lease shall be subordinate to any lien filed by the Association, whether before or after such lease was entered into. The minimum term any dwelling unit may be rented or leased shall be ninety (90) days, and in no event may a transient tenant be accommodated in any dwelling unit.

(b) Prior to the sale, conveyance or transfer of any Lot or dwelling unit to any person, the Owner shall notify the Board of Directors in writing of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made and provide to it such other information as the Board of Directors may reasonably require. Failure to comply with the provisions of this Section 6.04(b) shall not void, prohibit or otherwise invalidate the sale, conveyance or transfer of any Lot or dwelling unit nor may it have any effect upon any mortgage or deed of trust thereon.

Section 6.05. Exemptions. Except for restrictions contained in the Historical Trust Easement and the terms of any easements, covenants or restrictions affecting the Archeological Site and benefiting the Trust, none of the foregoing restrictions shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas and community facilities.

Section 6.06. Declaration of Easements'and Rights. The following easements and rights are hereby declared or reserved:

(a) Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Common Area.

(b) Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots and Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

(c) There is hereby reserved unto the Declarant [and to such other party(ies) as the Declarant may specifically, and in writing, assign such rights], for the benefit of any of the land shown on the Development Plan ("Benefited Property"), a blanket easement upon, across and under the Property (provided such easement does not encroach upon any building within the Property or unreasonably interfere with the use and enjoyment of the Property), for vehicular and pedestrian ingress and egress, curb cuts, slope easements, as well as for the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles, pipes, lines and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property. Further, there is hereby reserved for the benefit of the Benefited Property a right of any owner (or its tenant, licensee, occupant or other party entitled to occupy any dwelling unit within the Benefited Property) of any dwelling within the Benefited Property to use any recreational or other similar facilities that may, from time to time, be located within the Property; provided, however, that: (i) as a condition precedent to the exercise of such rights, the intention to use such facility(ies) is specifically made by the Declarant pursuant to a written instrument recorded among the Land Records of Anne Arundel County, Maryland, and that such election, once made, shall not be revoked without the consent of the Declarant as well as at least seventy-five percent (75%) of the members of the Association; and (ii)

the right to exercise such benefits, if not previously elected as provided in the immediately preceding provisions of (i) above, may be waived by the Declarant by a specific written waiver recorded among the Land Records of Anne Arundel County, Maryland, and that such election, once made, may not be revoked without the express prior written consent of at least seventy-five percent (75%) of the members of the Association and the Declarant; and (iii) if the rights contemplated by the provisions of (i) above are elected, then the parties benefiting from such rights to use the recreational facilities shall be obligated to pay their pro-rata share of the cost of maintaining, operating and repairing such facilities, which share shall be computed by multiplying the total of such bona fide costs times a fraction, the numerator of which shall be the number of completed dwelling units owned by the party from whom such contribution is sought and the denominator shall be the total number of completed dwelling units entitled to use such recreational facilities. The computation contemplated by the immediately preceding sentence shall be made at each time a contribution for such costs is sought. The elections contemplated by (i) and (ii) above may be made at any time and from time to time with respect to all or less than all of the facilities involved and, without limiting the generality of the foregoing, an election may be made under (i) above with respect to some facilities and pursuant to (ii) above with respect to others. There is further reserved unto the Declarant the right to erect entry features, promotional and other similar items within the Property provided they do not unreasonably interfere with the use, operation and enjoyment of the Property. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection (c). Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary in order to give effect to the foregoing easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Property; provided, however, that if requested by the Declarant, any party having an interest in the Property shall promptly join in and execute such confirmatory easements and other agreements.

(d) Declarant also reserves the right to enter into the Common Area for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon.

(e) For a period of ten (10) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the Property to maintain and to correct drainage of surface water in order, to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. There is further reserved unto the Declarant the right to grant

specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection (e).

(f) The rights and duties with respect to sanitary sewer and water, storm drains, downspouts, yard drains, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(i) Whenever water, sanitary sewer and water, storm drains, downspouts, yard drains, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations,

(ii) The right granted in this Subparagraph (g) above shall be only to the extent necessary to entitle the property of the Owner or association serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(iii) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, or its designated committee who shall decide the dispute, and the decision of the Board, or its designated committee, shall be final and conclusive as to the parties.

(g) The Association shall have an easement to enter any portion of the Property for the performance of its duties hereunder; provided that except as specifically provided herein, such easement shall not entitle the entry within the interior portion of any dwelling located on the Property, but (by way of illustration only and not in limitation of the rights granted herein) shall permit the entry into fenced, or other similar areas of the Property.

(h) With respect to any step, patio, deck, downspout or yard drain or other similar structure that may benefit any Lot and is constructed by the Declarant and which may encroach upon any portion of the Common Area, there is hereby reserved for the benefit of the Lot for which such step, patio, deck, downspout, drain or other structure serves, a perpetual easement for the location, maintenance, repair and use of such structure or items within the Common Area, but only to the extent the Declarant's original construction thereof encroaches within the Common Area. The Owner of the Lot benefiting from such easement agrees to maintain such structure or item and to indemnify and hold the Association harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.

(i) There is hereby created for the benefit of each Lot, which is enclosed, in whole or in part, by any wooden, brick, stone or other similar fence and/or wall constructed by the Declarant, a perpetual easement to use any portion of the Common Area that may be located between such fence and/or wall and the record platted lot line for such benefited Lot; provided, however, that subject to contrary provisions of this Declaration, the obligation to maintain such portion of the Common Area shall be that of the Owner of the benefited Lot and the obligation to maintain the wooden, brick, stone, or other similar fencing located within the Common Area, which encloses the benefited Lot, shall be that of the Owner of the benefited Lot. The Declarant shall deliver to the Association (who shall maintain it among its permanent records) a plat showing all of such areas, which plat shall define the maintenance responsibilities of the benefited Owners. The Owner of any Lot benefiting from the foregoing easement agrees to indemnify and hold the Association harmless from any loss, liability or damage arising out of our resulting from the use, enjoyment and benefit of the easement rights provided for herein.

(j) A mutual right and easement for utility services is hereby established for the benefit of all Owners, such that no Owner shall take any action which would in any way interfere with utility services being provided to other Owners within the Project. If a Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Project, then the Owner of such Lot shall promptly, at his expense, repair any damage to such utilities caused by the Owner, his guests or invitees.

(k) The Association, its agents and employees, shall have an irrevocable right and an easement to enter the Lots for the purposes of exercising the rights and fulfilling the obligations established by this Declaration and any Supplementary Declarations recorded hereafter, including, without limitation, the right to maintain and care for Lawn and Garden Areas in accordance with this Declaration.

(l) Subject to the approval of the Trust with respect to the Recreation Area, Conservation Area and the Archeological Site, the Declarant reserves the right (i) to modify or alter the size, number and location of the Common Areas and Lots, as well as the improvements thereon, as it deems necessary or desirable in conjunction with the development of the Project, and (ii) without limiting the generality of the foregoing, the Declarant reserves the right to re-subdivide all or a portion of the Project, to convey Common Areas, to modify the site plans, to construct improvements on the Common Areas, and to take whatever other action with respect to the Common Areas and the Lots; provided, however, such actions do not (i) impair the rights of the Owners with respect to the Common Area and (ii) comply with Anne Arundel County law.

(m) Each Lot is subject to a fifteen foot (15') utility easement along all road right-of-ways for the installation, repair, replacement and maintenance of certain utilities, including, but not limited to, gas, electric, communications (including telephone and cable television), storm drain facilities, grinder pumps and the appurtenances to such utilities. No Lot Owner may limit or inhibit access to such easement area.

(n) Some or all of the Lots may be subject to a non-disturbance easement between the rear property line of such Lots and the building restriction line located on such Lot(s) as shown on the subdivision plat(s) of the Property recorded among the Land Records of Anne Arundel County, Maryland. No construction, clearing or grading or other such disturbance shall be permitted in such area. No Lot may be cleared, graded or otherwise disturbed in contravention of the limitations for clearing Lots within the Property as shown or described on the final plats and plans of the Property on file at the Anne Arundel County Office of Planning and Zoning.

ARTICLE VII  
COMMON AREA

Section 7.01. Use and Enjoyment. Notwithstanding anything herein to the contrary, the Common Area may not be subdivided or re-subdivided. Such property may only be used by the Lot Owners and their guests, lessees and invitees for the purposes indicated on the subdivision plats of the Property recorded among the Land Records of Anne Arundel County, Maryland (the "Flat"), and provided in this Declaration, including but not limited to, (i) parks and (ii) conservation, recreation, gardening and similar purposes. The Recreation Area and Conservation Area shall be used in accordance with the provisions of the Historical Trust Easement and the Flat. The Archaeological Site shall be used in accordance with the easement or covenants affecting such property benefiting the Trust to be recorded among the Land Records of Anne Arundel County, Maryland. The Recreation Area, Conservation Area and Archeological Site, if annexed within the Property, will be part of the Common Area.

Section 7.02. Construction of Improvements. Except for the construction of a pedestrian walkway and any other improvements constructed by the Declarant in compliance with applicable Law, no clearing, grading or other type of construction or disturbance is permitted on the Common Area or recreational or open space area shown on the Plat unless the requirements of Article V of this Declaration and applicable governmental agencies are complied with; provided, however, that any construction and improvements undertaken by the Declarant with respect to the Recreation Area or Conservation Area shall be subject to the terms and conditions of the Historical Trust Easement and the terms of any easements, covenants or restrictions benefiting the Trust recorded among the Land Records of Anne Arundel County, Maryland, with respect to the Archeological Site.

ARTICLE VIII  
CRITICAL AREA AND HISTORICAL TRUST SITE

Section 8.01. The purpose of this Article is solely to inform all Owners that the use and development of the Property is subject to certain provisions of Maryland and Anne Arundel County law, including, but not limited to, Section 8-1808, Natural Resources Article, Annotated Code of Maryland (Chesapeake Bay Critical Area Legislation),

as the same may be amended from time to time. Listed below are some provisions of such laws:

(a) There shall be no clearing, grading, cutting or harvesting of timber or other disturbance within a one hundred foot (100') buffer to be maintained from all tidal waters and tidal wetlands within or in proximity to the Property unless otherwise provided by a Buffer Management Plan, if any. The location of such tidal waters and tidal wetlands is shown on the Flat, as amended from time to time.

(b) In the event a community marina or boat dock is located within the Property or serves and benefits the Project which is constructed by the Declarant or the Association, the construction thereof and any related facilities (including, but not limited to, piers, bulkheading, parking and structures or improvements appurtenant thereto) shall comply with the requirements of (i) the Chesapeake Bay Critical Area Legislation as the same may be amended from time to time; (ii) the Anne Arundel County Code; (iii) the Historical Trust Easement (if applicable to such property); and (iv) any Buffer Management Plan, as amended, which may be in effect with respect to such property.

(c) A twenty-five foot (25') undisturbed buffer must be maintained from all non-tidal wetlands. No clearing or disturbance of any kind is permitted in such buffer area except as may otherwise be allowed pursuant to any Buffer Management Plan, as amended, which may be in effect with respect to such Property. The location of the non-tidal wetlands is shown on the Flat as the same may be amended from time to time.

(d) No dredging, excavating or filling of the wetlands or any shallow water habitat, as shown on (i) the Flat, or (ii) the Development Plan, or (iii) the plats and plans filed with the Office of Planning and Zoning of Anne Arundel County, Maryland, is permitted at any time.