

LAKE FOREST HOMEOWNERS ASSOCIATION, INC.  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

~~THIS DECLARATION~~

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**EXHIBITS**

Exhibit "A"	Description of the Property Subjected to the Declaration of Covenants, Conditions and Restrictions
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**LAKE FOREST HOMEOWNERS ASSOCIATION, INC.**  
**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS** (the "Amended and Restated Declaration") made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in the year 2023, by LAKE FOREST HOMEOWNERS ASSOCIATION, INC., a Maryland non stock corporation (the "Association").

**RECITALS**

A. By that certain Declaration of Covenants, Conditions, and Restrictions dated January 15, 2004, by LAKE FOREST and recorded among the Land Records of Carroll County, Maryland ("Land Records") in Liber 3836, folio 367 et seq., Lake Forest, LLC, a Maryland limited liability company (the "Declarant"), subjected the property described in Recital Statement B, below, to certain covenants, conditions, and restrictions as set forth in the aforesaid declaration (the "Original Declaration").

**RECITALS**

~~A. B.~~ The ~~Declarant~~ is the owner of certain land (the "Land") in ~~Carroll County, Maryland (the "County"),~~ property subjected to the Original Declaration consists of all those Lots or Parcels of ground shown and described in Exhibit A of the Original Declaration (the "Land"), and further shown on the plats entitled, "LAKE FOREST ESTATES," all recorded among the aforesaid Land Records of the County ("Land Records") in Plat Book L.W.S. No. 47, Pagefolios 163 through and including 173- (collectively, the "Plat").

~~BC.~~ It is the intention of the ~~Declarant~~ Association to ~~develop~~ maintain the Land as a residential community, and to insure and promote therefor a uniform plan and scheme of development, and unto that end the Association has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:

(1) To ~~insure~~ ensure uniformity in the ~~development~~ maintenance of the Lots (as hereinafter defined) in the Community (as hereinafter defined).

~~(2) To facilitate the sale by the Declarant, its successors and assigns, of the land in the Community by reason of its ability to assure such purchasers of uniformity.~~

~~(3)~~ (2) To make certain that the Covenants shall apply uniformly to all Lots for the mutual advantage of the Association, the Record Owners and any Mortgagee (as such capitalized terms are defined herein) and to all those who may in the future claim title through any of the above.

(4) To provide for the benefit of the Record Owners, the preservation of the value and amenities in the Community, and the maintenance of certain reserved open spaces and common areas, including but not limited to easements, charges and liens, herein below set forth, and for the creation of an association to be delegated and assigned the powers of maintaining and administering the Common Areas (as hereinafter defined), and enforcing all applicable covenants and restrictions, and collecting and disbursing the assessments and

charges hereinafter created; which association shall be incorporated under the laws of the State of Maryland, as a nonprofit corporation, for the purpose of exercising the functions as aforesaid.

D. In accordance with the provisions of Section 11B-116 of the Maryland Homeowners Association Act (the "Act") as provided in Title 11B of the Real Property Article of the Annotated Code of Maryland, as amended from time to time, members in good standing of the Association may amend the terms and conditions of the Original Declaration by the affirmative vote of members in good standing having at least sixty percent (60%) of the votes of the Association. In accordance with the provisions of the Act, not less than sixty percent (60%) of the members in good standing have voted to approve this Amended and Restated Declaration, intending that this Amended and Restated Declaration shall supersede, in its entirety, the provisions of the Original Declaration.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the DeclarantAssociation does hereby establish and impose upon the Property (as hereinafter defined), the Covenants for the benefit of and to be observed and enforced by the DeclarantAssociation, its successors and assigns, as well as by all purchasers and Owners of Lots, to wit:

## **ARTICLE I** **DEFINITIONS**

The following words when used in this Amended and Restated Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 "Association" shall mean and refer to Lake Forest Homeowners Association, Inc., a Maryland non stock corporation.

~~1.2 "Builder" shall mean any person or entity which shall, in the ordinary course of such person's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.~~

1.3~~2~~ "Common Areas" shall mean and refer to those areas of land, intended to be devoted to the common use and enjoyment of the Record Owners of the Lots, including, but not limited to, those areas depicted as, "Parcel B," "Parcel D," ~~"~~ "Parcel E," "Parcel F," "Parcel G," "Parcel H," "Parcel J," "Parcel L," and "Parcel M," all as shown on the Plat (as such term is defined above) and any other real property or other facilities which the Association owns and/or in which the Association acquires a right of use for the benefit of the Association and its members (including, without limitation, those areas utilized for entrance monuments serving the Community located on Lot No. 1 and Lot No. 57, saving and excepting, however, so much of the Land previously conveyed or to be conveyed to the County).

1.3 "Common Utilities" shall mean and refer to those utility systems now or hereafter owned by the Association for common use and enjoyment of the Owners including, but not limited to, sanitary sewer lines, water lines, storm drains, street lights, gas lines, electric lines, telephone lines, and telecommunications lines. The Common Utilities to be owned by the Association shall include all such utility systems serving the Common Areas or individual Lots, but shall not include any portion of the utility systems located upon an individual Lot or intended to exclusively serve an individual Lot.

1.4 "Community" shall mean and refer to all of the land hereby made subject to this Amended and Restated Declaration by an instrument in writing, duly executed and recorded among the Land Records and any Additional Property (as hereinafter defined) that may hereafter expressly be made subject to this Amended and Restated Declaration by an instrument in writing, duly executed and recorded among the Land Records.

~~1.5 "Declarant" shall mean and refer to Lake Forest LLC, a Maryland limited liability company, its successors and assigns to whom it shall expressly (a) convey or otherwise transfer all of its right, title and interest in the Property as an entirety, without reservation of any kind; (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof, as Declarant.~~

~~1.6 "Development Period" shall mean the time commencing on the date of recordation of this Declaration among the Land Records and ending on the date the last Lot is conveyed to a Class A member.~~

~~1.7~~ 1.5 "Lot" and/or "Lots" shall mean and refer to those portions of the Property that are subdivided parcels of land shown and defined as lots or plots of ground (exclusive of the Common Areas) and designated by numerals on the Plat, on which a dwelling is constructed or proposed to be constructed.

~~1.86~~ "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Common Areas, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

~~1.97~~ "Mortgagee" means the person secured by a Mortgage.

~~1.408~~ "Plat" shall have the meaning set forth on page 1 of this Amended and Restated Declaration and also include any plats recorded among the Land Records in substitution therefor or amendment thereof, plus any ~~plats~~Plats hereafter recorded among the Land Records of any Additional Property that may hereafter expressly be made subject to this Amended and Restated Declaration by an instrument in writing, duly executed, and recorded among the Land Records.

~~1.449~~ "Property" shall mean and refer to all of the real property described in Exhibit "A" attached hereto, and any additional land at such time as it is hereafter expressly made subject to this Amended and Restated Declaration by an instrument in writing, duly executed and recorded among the Land Records.

~~1.4210~~ "Record Owner" or "Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the fee simple record title to a Lot, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by the entireties, or tenants in co-partnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in a real property tenancy, or partnership relationship, or otherwise, all of the same, as a unit, shall be deemed a single Record Owner and shall be or become a single member of the Association by virtue of ownership of such Lot. The term "Record Owner," however, shall not

mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, (but shall instead mean the holder of the leasehold interest that is subject to redemption under Title 8 of the Real Property Article, *Annotated Code of Maryland*) nor shall it include a Mortgagee.

1.4311 "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, flag pole, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish", fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Record Owner hereunder other than the DeclarantAssociation.

## **ARTICLE II**

### **COVENANTS, CONDITIONS AND RESTRICTIONS**

2.1 **ADMINISTRATION; ARCHITECTURAL REVIEW COMMITTEE.** The Architectural Review Committee, whose members shall be appointed by the Declarant during the Development Period and thereafter by the Board of Directors of the Association (the "Architectural Review Committee"), shall have all the rights, powers and duties granted to it pursuant to this Amended and Restated Declaration. The Architectural Review Committee shall at all times be comprised of at least three (3) members; ~~provided, however, during the Development Period, the Architectural Review Committee may be comprised of two (2) members. At any time, or from time to time, during the Development Period, the initial members of the Architectural Review Committee may be replaced for any reason (including death or resignation) with other individuals selected by the Declarant in its sole discretion.~~ All questions shall be decided by a majority of the members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Architectural Review Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this Amended and Restated Declaration. The DeclarantAssociation hereby grants to the Architectural Review Committee, its successors and assigns, the right to establish architectural design criteria for the Community (the "Design Guidelines") and rules and regulations pertaining to the use of the Lots, which shall be made available to all members, and to waive such portion or portions of the Covenants numbered 2.4 through 2.2331 of this Article II, but excluding Sections 2.28 and 2.31, as the Architectural Review Committee, in its sole discretion, may deem advisable and in the best interests of the Community.

#### 2.2 **ARCHITECTURAL REVIEW.**

(a) No Structure ~~(other than construction or development by, for or under contract with Declarant or Builder)~~ shall be constructed on any Lot nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and



material are used) (collectively, "Alterations") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure until the plans and specifications, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, the proposed construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Review Committee, its successors and assigns, and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval of the Architectural Review Committee of any Structure or Alterations shall in no way be deemed to relieve the Record Owner of any Lot from its obligation to obtain any and all permits and approvals necessary for such Structure or Alterations.

(b) The Architectural Review Committee shall consider applications for approval of plans and specifications upon the basis of conformity with this Amended and Restated Declaration, applicable law and the design guidelines, if any, and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Record Owner to complete the Structure or Alterations proposed in accordance with this Amended and Restated Declaration, including, without limiting the foregoing, factors of public health and safety; the effect of the proposed Structure or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or Alterations with the general aesthetic appearance of the surrounding area.

(c) The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified mail or in person. The Architectural Review Committee shall make reasonable efforts to approve or disapprove any plans within sixty (60) days of receipt thereof; provided, however, that plans and specifications which have not been approved or rejected within one hundred twenty (120) days shall be deemed approved. Notwithstanding the foregoing, all approvals must be in writing. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Review 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. The Architectural Review Committee shall have the right to charge a reasonable processing fee for such requests, which shall be retained by the Association and not the Architectural Review Committee.

(d) Construction of Alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article II shall be commenced within three (3) months following the date of approval and completed within six (6) months of commencement of the Alterations, or within such other period as the Architectural Review 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 Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and

Alterations shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable laws.

(e) If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Amended and Restated Declaration and, promptly after the Association gives written notice thereof to its Record Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Record Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Record Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an assessment levied against such Lot, and, upon the failure of the Record Owner to pay such cost within ~~ten (10)~~ fifteen (15) days after such Record Owner's receipt of written demand therefor from the Association, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Amended and Restated Declaration applicable to an assessment lien.

(f) Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Amended and Restated Declaration, and after the Association or the Architectural Review Committee gives written notice thereof to the Record Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or Alteration are in accordance with the provisions hereof.

~~(g)~~ (g) Upon completion of construction of any Structure or Alteration in accordance with the provisions hereof, the Architectural Review Committee, upon request of the applicant shall issue a Certificate of Compliance ("Certificate") identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. The Certificate shall be retained in the records of the Association. Any Certificate issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in the Certificate complies with the provisions hereof.

2.3 **LAND USE.** The Lots, except as hereinafter provided, shall be used for private and residential purposes only and in no event shall any dwelling be used at any time for any commercial purpose, provided, however, that the foregoing shall not preclude "No-impact home based businesses" as more fully described below. None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant Association that each and every one of the Lots be used solely for one (1) single family dwelling, and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Amended and Restated Declaration.

2.4 **NO-IMPACT HOME-BASED BUSINESSES.** Notwithstanding anything herein to the contrary, pursuant to Section ~~44-B11B~~-111.1 of the Real Property Article of the *Annotated Code of Maryland* (the "Code"), "No-impact home-based businesses" are permitted upon the Lots subject to the following requirements:

(a) Owners shall notify the Association before operating a No-impact home-based business.

\_\_\_\_\_ (b) No-impact home-based businesses are expressly prohibited in any Common Areas.

\_\_\_\_\_ (c) Such additional requirements as may be specified by the Board of Directors of the Association, to the extent permitted by applicable law. The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11B-111.1 of the Code, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

\_\_\_\_\_ For purposes hereof, a "No-impact home-based business" means a business that:

\_\_\_\_\_ (a) Is consistent with the residential character of the dwelling;

\_\_\_\_\_ (b) Is subordinate to the use of the dwelling for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling;

\_\_\_\_\_ (c) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a No-impact home-based business; and

\_\_\_\_\_ (d) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland or any local governing body designated as a hazardous material.

**2.45 SWIMMING POOLS AND HOT TUBS.** No above-ground pools shall be permissible on any Lot; provided, however, that the foregoing shall not apply to in-ground pools, spas ~~or hot tubs~~, Jacuzzis, ~~or whirlpools~~ if the same have been approved in advance by the Architectural Review Committee in its sole and absolute discretion, in accordance with the provisions hereof. Any Architectural Review Committee approval may contain restrictions and conditions (including, without limitation, with respect to location, size, screening and fencing). Owners shall be solely responsible for obtaining all necessary governmental permits and approvals for any swimming pools or hot tubs. Moreover, any Owner on whose Lot a swimming pool or hot tub is installed, and all occupants of such Lot, agree to and shall comply with all of the following: (i) the Owner and occupants of the dwelling on the subject Lot shall indemnify and hold harmless the Association from and against all claims for property damage and/or personal injury or death arising out of the presence, use, maintenance and/or repair of the swimming pool or hot tub, as applicable, (ii) the swimming pool or hot tub, as applicable, shall be maintained in a safe and sanitary condition by the Owner or occupants at all times, at his or their sole cost and expense, and (iii) the Association shall have the right (but not the obligation) to take all reasonable actions it deems necessary, at the sole cost and expense of the Owner and occupants, to abate a swimming pool or hot tub nuisance or to respond to an emergency or impending emergency situation when a threat to the health or safety of occupants or damage to property appears imminent.

**2.56 TEMPORARY STRUCTURES.** No Structure of a temporary character, trailer, basement, tent, shed, shack, garage, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently. ~~Nothing in this Declaration shall be~~

~~deemed~~ Prior to prohibit an Owner from placing upon its Lot reasonably sized greenhouses construction or installation of any temporary Structure, such Structure must be approved in advance by the Architectural Review Committee. in accordance with the provisions of this Amended and Restated Declaration. In addition, ~~portable basketball apparatus~~ to the foregoing, standard and customary holiday decorations may be ~~located~~ placed on a Lot if the Owner of said Lot obtains the ~~prior written~~ without architectural approval ~~of~~ provided such decorations are installed no earlier than twenty-one (21) days prior to the Architectural Review Committee as provided herein and further provided that such apparatus is stored when not in use. applicable holiday and removed no later than fourteen (14) days after such holiday. ~~Neither portable nor permanent basketball apparatus shall be located in any Common Areas.~~

~~2.6~~ **REAL ESTATE SALES OR CONSTRUCTION OFFICE.** Notwithstanding anything contained herein to the contrary, a real estate sales or construction office or a trailer and related signs, may be erected, maintained and operated on any Lot, or in any Structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development and/or initial sale of any Lot or Lots, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Community. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer, or sign after such initial development, sales, and/or construction is completed. Except as expressly permitted herein above, neither any part of any Lot, nor any improvement now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected.

~~2.7~~ **CLOTHES LINE.** No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, or similar items be hung outside.

~~2.7~~ **CLOTHES LINE.** To the maximum extent permitted by §14-130 of the Real Property Article of the *Annotated Code of Maryland*, the Architectural Review Committee may restrict the dimensions, placement, or appearance of clotheslines for the purposes of protecting aesthetic values; or the placement of clotheslines for the purpose of protecting persons or property in the event of fire or other emergencies. No drying or airing of any clothing or bedding shall be permitted outdoors and within any Lot other than within the rear yards and between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday and 8:00 a.m. and 1:00 p.m. on Saturdays and Sundays (except when any such days shall fall on a holiday) and clothes-hanging devices shall be the retractable type and shall be retracted when not in use.

2.8 **TRAFFIC VIEW.** No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty (20) feet from either street line that will exceed three (3) feet in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight (8) feet).

2.9 **FRONT LAWN.** The area within the front of a dwelling shall be kept only as a lawn for ~~ornamental or decorative planting of grass, trees and shrubbery.~~ planting of grass, trees, shrubbery, flowers or other landscaping features approved by the Architectural Review Committee, and no other installations shall be permitted, including, without limitation, decorative lawn ornaments.

~~2.10~~ **FENCES.** Other than fences ~~initially constructed by Declarant, Builder or~~

2.10 approved by the Architectural Review Committee in accordance with the provisions of this Amended and Restated Declaration, no fence shall be placed or kept on a Lot. The Architectural Review Committee may, from time to time, designate one (1) or more fence types as “standard designs” and require all Owners to solely use such standard designs.

2.11 **NEAT APPEARANCE.** Except for any maintenance and repair which the Association may be obligated to perform, Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the watering all lawns and yards, and the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Review Committee, any Record Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Record Owner to remedy the condition in question, and upon failure of the Record Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Record Owner, as an additional assessment on the Lot.

2.12 **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated 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 Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property.

~~2.13~~ 2.13 **ANIMALS.** No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets (including service animals, subject to applicable law), not to exceed three (3) in the aggregate, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Household pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Pets shall be registered, licensed and inoculated as required by law, and shall be walked on a leash at all times. Owners shall be responsible for the immediate clean-up and removal of their ~~pets'~~pets' waste from any other Lot and the Common Areas. In addition to the foregoing restrictions, the Board of Directors may promulgate Rules and Regulations from time to time affecting animals in the Community. Further, the Association shall not be liable for any damages from any pet; and in addition, each Owner fully indemnifies the Association for any damages it may incur as a result of the action(s) of any Owner's pet(s), any tenant's pet, or a pet which is on the Property at the invitation of an Owner or tenant.

2.14 **VEHICLES.**

(a) \_\_\_\_\_ (a) — As used herein,

\_\_\_\_\_ (i) "Vehicle" means a Commercial Vehicle, Motor Vehicle, Recreational Vehicle, automobile, Large Truck, other truck or van (in each case, as defined by the Maryland Motor Vehicle Administration or by common usage and practice), trailer, motorcycle, bicycle, mo-ped, or other powered or unpowered vehicle.

\_\_\_\_\_ (ii) "Commercial Vehicle" means any (1) automobile, truck or van used or designed principally for commercial, business or industrial use, or (2) taxicab or other Vehicle displaying a commercial logo, message or identification.

\_\_\_\_\_ (iii) "Inoperable Vehicle" means any Commercial, Recreational or other Vehicle which is a junk Vehicle, or is inoperable, or lacks current, valid registration plates, or would not pass applicable state vehicular inspection criteria.

\_\_\_\_\_ (iv) "Large Truck" means any truck or van (in each case, as defined by the Maryland Motor Vehicle Administration or by common usage and practice), or self-propelled farm or construction vehicle, which is more than 24 feet long, or has a capacity exceeding three-quarters ton.

\_\_\_\_\_ (v) "Motor Vehicle" means a vehicle required by law to be registered with the Maryland Motor Vehicle Administration or another governmental authority or entity, or propelled by a motor.

\_\_\_\_\_ (vi) "Recreational Vehicle" means any (1) boat, boat trailer, camp truck, camp trailer, golf cart, house trailer, personal watercraft, snowmobile, recreational bus or similar vehicle, motor home, camper van or all-terrain vehicle, or (2) other powered or unpowered vehicle designed primarily for use for sports or recreational purposes.

\_\_\_\_\_ (b) No Vehicle shall be parked or stored in the Community other than in accordance with the provisions hereof; provided, however, that any Vehicle may be kept (1) in a fully enclosed garage or driveway located on a Lot, or (2) elsewhere if expressly permitted by this Amended and Restated Declaration, or (3) on a public road if permitted by law.

\_\_\_\_\_ (c) Unless permitted by any other provision of this Amended and Restated Declaration, no Inoperable Vehicle shall be parked or stored anywhere in the Community.

\_\_\_\_\_ (d) Anything to the contrary notwithstanding herein, nothing herein shall prohibit the parking of Commercial Vehicles on a parking area or driveway on any Lot while providing maintenance, repair or installation services on, or making a delivery to or from, such Lot.

\_\_\_\_\_ (e) No automobile or other Vehicle shall be constructed, restored or repaired on a Lot or Common Areas at a location visible from outside a garage or other building thereon, other than minor repairs such as oil, filter, battery, belt, wiper, light and tire changes, or emergency repairs which cannot reasonably be performed elsewhere, in each case if performed (1) on a Vehicle owned by an Owner of, and customarily kept on, such Lot or Common Areas, (2) using all appropriate environmental safeguards, and (3) in a continuous and timely manner.

\_\_\_\_\_ (f) No person shall operate a Vehicle in the Community other than in a safe and quiet manner and with due consideration for the rights of all Owners and occupants, or without holding a valid driver's license.

~~(g) Nothing in this Declaration shall prohibit or restrict the Declarant or Builder during the Development Period from operating, parking, maintaining or otherwise using a Vehicle anywhere in the Community.~~

2.15 **LIGHTING AND WIRING.** The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground. Decorative holiday and festival lighting do not require an application; provided, however, such lighting is installed no earlier than twenty-one (21) days prior to the applicable holiday and removed no later than fourteen (14) days after such holiday.

2.16 **ANTENNAE.-** No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a Lot outside of a dwelling, except on the following terms:

(a) An Owner may install, maintain and use on its Lot one (or, if approved, more than one) Small Antenna (as hereinafter defined) in the rear yard of a dwelling on the Lot, at such location, and screened from view from adjacent dwellings in such a manner and using such trees, landscaping or other screening material, as are approved by the Architectural Review Committee, in accordance with Article II. Notwithstanding the foregoing terms of this subsection, (i) if the requirement that a Small Antenna installed on a Lot be placed in the rear yard of a dwelling would impair such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Lot where such installation, maintenance or use would not be impaired; (ii) if and to the extent that the requirement that such Small Antenna be screened would result in any such impairment, such approval shall be on terms not requiring such screening; and (iii) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on a Lot would result in any such impairment, then such Owner may install on such Lot additional Small Antenna as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

(b) In determining whether to grant any approval pursuant to this Section, neither ~~Declarant~~the Association, the Architectural Review Committee nor the Board of Directors shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

(c) As used herein, (i) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, section 1.4000, as hereafter amended; and (ii) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

2.17 **SUBDIVISION.** 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; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot owners where the transfer is not for the purpose of creating a new building Lot. The provisions of this subsection shall not apply to the ~~Declarant~~Association and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any person for any purpose.

2.18 SIGNAGE. Other No Banners, flags (other than the flags of the United States of America and the State of Maryland), or signs, other than signs deemed necessary and appropriate by the Declarant, Builder or their respective Association, its successors and assigns, and excluding directional signs, signs for traffic control or safety, no advertising, for sale or display signs of any character shall be placed or maintained on any part of the Property or on any dwelling or Structure. In addition to the foregoing, no candidate sign (as such term is defined in Section 11B-111.2 of the Real Property Article, Annotated Code of Maryland, 1996 Repl. Volume Act, as the same may be amended from time to time), or a sign that advertises the support or defeat of any proposition, may be displayed in the Common Areas; any permissible candidate sign shall be displayed in accordance with provisions of federal, State and local law; and may only be displayed no more than 30 days before the primary election, general election, or vote on the proposition; and no more than 7 days after the primary election, general election or vote on the proposition.

In addition, security signs posted by Owners are permissible if approved by the Architectural Review Committee; provided, however, each Lot may have no more than two (2) security signs, each not exceeding a total of sixty-four (64) square inches and only one (1) such security sign may be posted forward of the front plane of the home, with the approved location at the front door and a second sign may be posted in the rear yard, unless otherwise specified by the Architectural Review Committee.

The provisions of this Section 2.18 shall not apply to any mortgagee of any Lot which comes into possession of the Lot by reason of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

2.19 LEASE AGREEMENTS. All lease agreements with respect to affecting any dwelling on any Lot or any Structure located thereon shall be in writing and submitted. Further, at least seven (7) business days before an Owner may lease his or her dwelling, such Owner shall provide to the Board of Directors of and any manager for the Association for approval. The (a) a copy of the proposed lease agreement; (b) up to a One Hundred Dollar (\$100.00) registration fee or such other reasonable amount as may be determined by the Board of Directors by resolution (to any manager or otherwise, to the Board of Directors) if applicable; and (c) information regarding the tenant, including the full name(s) of the tenant, telephone number(s), vehicle description(s) and identification number(s) of tenant's vehicle(s) which are parked on any street in the Community. In addition, the minimum term of all lease agreements shall be for one (1) year, and shall the lease agreement must state that the lease agreement shall be it is subject to this Amended and Restated Declaration. Current copies of any lease must be supplied to, the Articles of Incorporation, By-Laws of the Association, and any Rules and Regulations, and the lease agreement shall contain a statement that the tenant has been provided with and has examined this Amended and Restated Declaration, the Articles of Incorporation, By-Laws of the Association and any Rules and Regulations, and further, that the tenant agrees to fully comply with any and all applicable provisions contained therein. Each Owner agrees to provide to the Board of Directors the signed lease agreement and any amendments immediately following execution of such documents by the Owner and tenant. A Record Owners Owner who does not reside on their Lot must provide current addresses and phone numbers to the Association their own current address and telephone number information.

Under no circumstances shall an Owner be allowed to use any Lot or the dwelling thereon as a rental under any short-term rental such as Airbnb or the like.



**2.20 FOREST CONSERVATION AND FOREST BUFFER EASEMENT AREAS.** Any portion of the Common Areas or Lots designated and shown on any recorded subdivision plat of all or a portion of the Property as forest conservation easement and forest buffer easement (collectively, the "FC/FB Areas") shall remain in a natural, undisturbed state and will not be developed, or improvements erected thereupon by the ~~Declarant~~Association, its successors or assigns, the Association, or any Record Owner, except those of a minor nature necessary for such intended use and permitted by applicable law. All Owners shall be subject to the provisions of any recorded ~~declaration~~Declaration of covenants, conditions and restrictions (the "Forest Conservation and Forest Buffer Declaration") pertaining to the FC/FB Areas. Each Owner agrees to provide ~~Declarant~~Association, its agents and any other party to the Forest Conservation and Forest Buffer Declaration full access to their Lot at any time for the purposes of complying with the Forest Conservation and Forest Buffer Declaration and to otherwise comply with all provisions of the Forest Conservation and Forest Buffer Declaration.

**2.21 TRASH AND OTHER MATERIALS.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (a) building material during the course of construction of any approved dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at least six (6) inches off the ground and twelve (12) inches away from any Structure. No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open in accordance with local law or on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so as not to be visible from the roadway or the other Lots or Common Areas. Trash shall be disposed of in hard rubber or plastic containers covered with a lid.

**2.22 NON-INTERFERENCE WITH UTILITIES.** 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 change, obstruct or retard direction or flow of any drainage channels. No poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

**2.23 TREE REMOVAL.** No Record Owner shall have the right to remove any of the healthy growing trees located on any of the Lots within the subdivision except upon Architectural Review Committee approval.

~~2.24~~ 2.24 **FAMILY DAY CARE.** Notwithstanding anything contained herein to the contrary, no Owner may use his or her residence as a "family day care home" ("Home") (as defined in Section 11B-111.1 of the ~~Maryland Homeowners Association~~ Act to the extent such prohibition can be enforced. In the event this prohibition is not enforceable, then no Home may be operated on the Property without compliance with the following requirements:

(a) The Owner or day care provider (as defined in Section 11B-111.1) operating the Home shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in Title 5, Subtitle 5 of the Family Law Article. The Owner or day care provider shall furnish a copy of the license to the Architectural Review Committee prior to establishing and operating the Home and upon each renewal thereof.

\_\_\_\_\_ (b) The Owner or day care provider shall obtain the liability insurance required by Maryland law. The Owner or day care provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Architectural Review Committee before establishing and operating the Home and upon any renewal of the policy.

\_\_\_\_\_ (c) The Owner or day care provider shall pay, on a pro-rata basis with other Homes then in operation in the Community, any increase in the insurance costs of the Association attributable solely and directly to the operation of the Home, upon presentation of a statement from the Architectural Review Committee setting forth the increased costs and requesting payment of same. The increased insurance costs shall be considered an assessment against the Lot, and may be collected under the Maryland Contract Lien Act.

~~(d)~~—(d) The Owner or day care provider shall not use any of the Common Areas for any purpose directly or indirectly relating to the operation of the Home.

**2.25 DECKS, PATIOS AND PORCHES; AWNINGS; STORM DOORS.** Decks, patios and screened porches may be built on any Lot only with the approval of the Architectural Review Committee and upon obtaining a valid building permit. Decks, patios and porches shall not extend forward of the rear foundation wall into any front or side yard, shall not impede surface drainage, and shall comply in all respects with the height, setback and other requirements of the appropriate authorities. The deck surface and all structural elements, railings, slats, banisters and posts, and screened enclosures, shall be constructed of materials of the type, style and construction as shall have been approved by the Architectural Review Committee from time to time. Awnings (other than as part of an approved screened porch) are discouraged and must be approved in advance by the Architectural Review Committee on a case-by-case basis. Patios shall be constructed of the same materials as decks or porches, or of slate, stone or concrete, or such other materials as may be specified or approved by the Architectural Review Committee. Storm doors (or screen doors) shall be permitted, subject to any specifications and conditions established by the Architectural Review Committee.

**2.26 SOLAR COLLECTION SYSTEMS.** Any installation of solar panels or other solar collection systems on any Lot shall require the prior written approval of the Architectural Review Committee, subject to the provisions of Section 2-119 of the Real Property Article, *Annotated Code of Maryland*, 2015 Repl. Volume, as the same may be amended from time to time, and any other applicable laws. The Board of Directors may adopt rules and regulations, consistent with Federal, State and/or local agencies' rules and regulations, regarding such criteria as size, location and screening of solar collection systems, provided the same does not (i) significantly increase the cost of the solar collection system, or (ii) significantly decrease the efficiency of the solar collection system. Any such solar collection system shall only be installed on the roof of the house with its highest point below the peak of the roofline.

**2.27 PLAY EQUIPMENT.** No freestanding playground equipment, including, by way of example and not limitation, trampolines, basketball backboards, basketball hoops, swing sets, tree houses or playhouses, and other equipment associated with either adult or juvenile recreation, either temporary or permanent, shall be permitted on any Lot unless and until approved in writing by the Architectural Review Committee. Children's play equipment, athletic equipment or other similar equipment shall not be allowed to remain overnight within any front yard of any Lot or at any time within the Common Area. Portable basketball apparatus may be

located on a Lot if the Owner of said Lot obtains the prior written approval of the Architectural Review Committee as provided herein and further provided that such apparatus is stored when not in use. Neither portable nor permanent basketball apparatus shall be located in any Common Areas.

**2.28 LAWS AND ORDINANCES.** Each Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state and/or municipal governments or authorities applicable to the use, occupancy, construction, improvement, and maintenance of any Lot and the Common Areas, including any improvements or facilities erected thereupon. Without limiting the generality of the foregoing, all improvements constructed within or upon a Lot by an Owner shall meet all applicable local, county, or other building codes and municipal requirements including, but not limited to zoning requirements. The obligation to comply with all governmental requirements shall rest with the Owner and not the Architectural Review Committee or the Association. The Architectural Review Committee's approval of an Owner's proposed improvements shall not relieve the Owner of his obligation to design and construct the proposed improvements in accordance with the requirements of this Amended and Restated Declaration, nor shall such approval constitute nor be construed as certification by the Architectural Review Committee that the proposed improvements meet or otherwise comply with architectural, engineering, or construction industry standards, or applicable building codes, laws, ordinances, rules, or regulations of any governmental authority or any other applicable agency. Neither the Association, the Board, the Architectural Review Committee, nor any agents of the Association shall be liable for any defects in any plans or specifications submitted, revised or approved in accordance with this Amended and Restated Declaration, or any defects in construction undertaken in accordance with such plans and specifications, and the Owner undertaking the construction, reconstruction, renovation or installation of any improvements within the Community shall indemnify and hold harmless and defend all of the foregoing parties from and against all costs, expenses, damages and claims whatsoever arising out of such Owner's improvement activities in the Community.

**2.29 DRONES.** The recreational use of drones is prohibited, unless such prohibition is unenforceable under applicable law, and unless otherwise approved by the Architectural Committee, in its sole discretion. Notwithstanding the foregoing, the use of drones to deliver packages within the Community is permitted only upon written notice to the Board by Owners receiving such delivery, in advance of the delivery. The Board of Directors may adopt further Rules applicable to the use of drones as it deems appropriate, and in its sole discretion.

**2.30 AUCTIONS, FLEA MARKETS, YARD SALES.** Other than auctions held in conjunction with foreclosure and/or tax sales, no auctions will be permitted without the prior written consent of the Architectural Review Committee. Flea markets or yard sales may be held only as part of a coordinated community event approved by the Architectural Review Committee.

**2.31 QUIET ENJOYMENT/HARASSMENT.** An Owner or such Owner's occupants, guests, relatives, lessees or invitees (for whose actions an Owner may be held liable) shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression, directed at other Owners, occupants, guests, relatives, lessees or invitees, or directed at the Association's agents, management, its agents, or either of their respective employees or vendors; nor engage in any other behavior or conduct that inhibits, interferes or otherwise has a material adverse impact (i.e., not *de minimis*) on the quiet enjoyment of another Owner or an Owner's occupants, guests, relatives, lessees or invitees.

2.32 GARAGES AND DRIVEWAYS. Garages shall be utilized for the purpose of parking and storing Vehicles and other items normally stored in a garage; provided that such storage does not interfere with the use of such garage for the parking of Vehicles. No garage nor driveway may be converted into or used for residential or commercial purposes.

### ARTICLE III

#### PROPERTY SUBJECT TO THIS AMENDED AND RESTATED DECLARATION; ANNEXATION AND DEANNEXATION

3.1 PROPERTY. The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Amended and Restated Declaration is located in the Community, ~~and is described on Exhibit "A" in Recitals Section B,~~ is attached hereto, as Exhibit "A", and all of which real property is referred to herein as the "Property".

#### 3.2 ADDITIONS TO PROPERTY.

\_\_\_\_\_ (a) The ~~Declarant Association,~~ its successors and assigns, shall have the right for seven (7) years from the date hereof to bring within the scheme of this Amended and Restated Declaration additional property within the Community (the "Additional Property"), without the consent of the ~~Class A members~~ Members of the Association provided that the annexation is in accordance with the general plan heretofore approved. The general plan of development is shown on the Plat, but the plan shall not bind the Declarant Association, its successors or assigns, to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon.

\_\_\_\_\_ (b) The additions authorized under this subsection shall be made by filing a supplemental ~~declaration~~ Amended and Restated Declaration of record with respect to the Additional Property which shall extend the scheme of the Amended and Restated Declaration to such Additional Property, and which Additional Property shall thereupon become part of the Property. Upon the filing of any supplemental ~~declaration~~ Amended and Restated Declaration, Record Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as apply to the Record Owners of the Property. Such supplemental ~~declaration~~ Amended and Restated Declaration may contain such complementary additions and modifications to the Amended and Restated Declaration as may be necessary to reflect the different character, if any, of the Additional Property not inconsistent with the scheme of this Amended and Restated Declaration. In no event, however, shall such supplemental ~~declaration~~ Amended and Restated Declaration revoke, modify or add to the Covenants established by this Amended and Restated Declaration for the Property as of the date hereof.

#### 3.3 DEANNEXATION.

(a) ~~Provided there are Class B members, the Declarant~~ The Association may deannex any property (excluding, however, any Common Areas conveyed to the Association by the Declarant Association) from the Property for a period of seven (7) years from the date of recordation of this Amended and Restated Declaration ~~with the written consent of the owner of the deannexed property.~~ Such deannexed property shall no longer be subject to the covenants and restrictions of this Amended and Restated Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant Association pursuant to this Amended and Restated Declaration which burden the deannexed property for the benefit of any property which is subject to the Amended and Restated Declaration. Such

deannexation shall be made by recording a supplementary ~~declaration~~Amended and Restated Declaration among the Land Records of the County, withdrawing the effect of the covenants and restrictions of this Amended and Restated Declaration from the deannexed property. Such deannexed property may be utilized by the ~~Declarant~~Association, or any successor, assign or transferee thereof, for any lawful purpose or use.

## ARTICLE IV

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 **MEMBERSHIP.** Every Record Owner of a Lot that is subject to ~~assessment~~assessments shall become and be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

4.2 **CLASSES OF MEMBERSHIP.** ~~The Association shall have one (1) class of voting membership, which shall be comprised of Class A Members. Class A Members shall include all Owners and each Class A shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.~~

~~\_\_\_\_\_ (a) \_\_\_\_\_ The Association shall have two (2) classes of voting membership:~~

~~\_\_\_\_\_ (i) \_\_\_\_\_ Class A. Except for the Declarant, who shall initially be a Class B member, the Class A members shall be all Record Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.~~

~~\_\_\_\_\_ (ii) \_\_\_\_\_ Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to ten (10) votes per Lot for each Lot owned by it, in all proceedings in which actions shall be taken by members of the Association.~~

~~\_\_\_\_\_ (b) \_\_\_\_\_ If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single member of the Association. The vote of any member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.~~

~~\_\_\_\_\_ 4.3 \_\_\_\_\_ **CONVERSION.** The Class B membership in the Association shall cease and be converted to Class A membership in the Association, upon the earlier to occur of: (i) December 31, 2012; (ii) at such time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association; or (iii) upon the surrender of the Class B membership by the then Class B members on the books of the Association. If after such conversion Additional Property is made subject to the Declaration, then the Class B member shall be reinstated until December 31, 2017, or such earlier time as the total number of votes entitled to be cast by Class~~

~~A members again equals or exceeds the total number of votes entitled to be cast by the Class B member. The Declarant shall thereafter remain a Class A member of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant then holds the interest otherwise required for Class A membership.~~

**ARTICLE V**

**DECLARANT'S RESERVED RIGHTS AND OBLIGATIONS**

5.1 **UTILITY EASEMENTS.** Easements with respect to sanitary sewer and water, cable ~~television~~, electricity, gas and telephone lines and any other like facilities shall be governed by the following:

(a) -The Owner of any Lot<sub>7</sub> or the Association<sub>7</sub> shall have the right, to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which utility installations lie, in order to repair, replace and generally maintain said installations.

(b) The right granted in Section 5.1(a) above shall be only to the extent necessary to entitle the Owner or the Association full and reasonable use and enjoyment of the utilities and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area to its prior condition.

(c) A non-exclusive, perpetual, blanket easement over the Property Common Areas for the installation and maintenance of electric, telephone, cable ~~television~~, water, gas, drainage, utility, sanitary sewer lines and facilities, pressure sewers and grinder pumps, and the like, is hereby reserved by ~~Declarant and its successors and assigns~~ the Association, together with the right to grant and transfer the same ~~during such time that Declarant or its successors and assigns is the Owner of the Property.~~

**5.2 DEVELOPMENT EASEMENTS.**

~~(a) Easements Reserved to the Declarant.~~

~~(i) Easement to Facilitate Development. The Declarant hereby reserves to itself and its designees a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation: a. temporary slope and construction easements; b. drainage, erosion control and storm and sanitary sewer easements including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition; and c. easements for the construction, installation and upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.~~

~~(ii) Easement to Facilitate Sales. The Declarant hereby reserves to itself, any Builder and their respective designees the right to: a. use any Lots owned or leased by the Declarant or Builder, and any other Lot with the written consent of the Owner thereof, as models, management offices, customer service offices or sales office parking areas; b. place and maintain in any location on the Common Areas and the storm water management area, and on any Lot, street and directional signs, temporary promotional signs, temporary construction and sales offices, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; provided however, that all signs shall comply with applicable governmental regulations and the Declarant or Builder, as the case may be, shall obtain the consent of the Owner of any affected Lot or of the Architectural Review Committee if the Owner does not consent; and c. relocate or remove all or~~

any of the above from time to time in the Declarant's or Builder's sole \_\_\_\_\_ (d)

A non-exclusive, perpetual, blanket easement over the Lots for the installation, maintenance, repair and replacement of the private storm drains, is hereby reserved by the Association, together with the right to grant and transfer the same.

## 5.2 OTHER EASEMENTS.

\_\_\_\_\_ (a) ~~discretion.~~

\_\_\_\_\_ (iii) ~~Sign and Fencing Easements Affecting Lot Nos. 1 and 57.~~

~~The Declarant hereby reserves to itself and its successors and assigns, as well as the Association and its agents, an easement on, over and through Lots No 1 and 57, respectively, as shown on the Plat as "Sign Easement", for the purposes of installation, repair and replacement of entrance monument and related fencing located thereon which serves the Community.~~

\_\_\_\_\_ (iv) Landscaping Easement. The DeclarantAssociation is hereby

~~reserves to itself and its successors and assigns, granted~~ an easement and the right to grant and reserve easements over and through the Property, for the purpose of construction, installation, irrigation and maintenance of landscaping features, including without limitation, plants, trees and earth berms and other earth contouring and signs which shall include access as necessary to perform such tasks. The Owner of a Lot burdened by such an easement (including that easement area on each Lot from the front fencing to the front lot line) shall not construct any improvements within the easement without the permission of the Declarant during the Development Period, or the Association, thereafter. Maintenance of these easement areas by the Association shall be a common expense of the Association and shall not be assessed against the Lot burdened by the easement; provided, however, the Declarant or Association, as appropriate, may require the Owner of the Lot to maintain any easement area located on such Owner's Lot.

\_\_\_\_\_ (v)

\_\_\_\_\_ (b) Storm Water Management Facilities Easement and Sanitary Sewer

Easement. The DeclarantAssociation is hereby ~~reserves to itself and its successors and assigns granted~~ an easement and the right to grant and reserve easements over and through the Property, for the construction and upkeep of storm water management facilities, including storm water retention areas ~~and sanitary sewer facilities.~~ Declarant reserves unto itself and its successors and assigns to enter into agreements for the use and sharing of expenses relating to off-site storm water management facilities, or any sanitary sewer facilities.

\_\_\_\_\_ (vic) Relocation Easements. The DeclarantAssociation is hereby

~~reserves unto itself granted~~ the right to relocate, change or modify, from time to time, any and all streets, roadways and utility easements which may be located within the Common Areas and to create new streets, roadways and utility easements therein.

\_\_\_\_\_ (vii) Completion Easements and Rights of Declarant and

Builder. ~~Declarant further reserves unto itself, for itself and its successors and assigns, and Builder, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property, including any Common Areas which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community. Specifically, none of the provisions of Article II concerning architectural control or use restrictions shall in any way apply to any aspect of the Declarant's or Builder's development or construction activities and notwithstanding any provisions of this Declaration, none of the Declarant's or Builder's construction activities or any other activities~~



associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right for itself, and its respective successors and assigns, and Builder, to store materials, construction debris and trash during the construction period on the Property without keeping same in containers.

~~\_\_\_\_\_~~ (d) ~~(viii)~~ Grading Easements. ~~Declarant~~The Association is hereby expressly reserves unto itself granted the right at or after the time of grading of any street ~~or to such other Lot or any part thereof for any purpose~~, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a dwelling built or to be built on such Lot, but ~~said Declarant~~the Association shall not be under any obligation or duty to do such grading or to maintain any slope.

~~\_\_\_\_\_~~ (ix) ~~Common Area Easements.~~

~~\_\_\_\_\_~~ a. ~~\_\_\_\_\_~~ (e) Utilities. The ~~Declarant~~Association is hereby expressly ~~reserves unto itself granted~~, and hereby grants to any utility company, to whom the ~~Declarant~~Association may grant, convey, transfer, set over and assign the same, or any part thereof, the right to discharge surface water on and to lay, install, construct, and maintain, on, over, under or in those strips across land designated on the Plat, ~~as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewer Easement," "Open Space," "H.O.A. Area," "Common Area," and "Area Reserved for Future Road,"~~including, but not limited to, those areas designated on the Plat as public or private water, sewer, drainage or utility easements, existing or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Areas, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, cable, telephone, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Areas for such purposes and making openings and excavations therein, provided that same be corrected and the ground be restored and left in good condition.

~~\_\_\_\_\_~~ b. (f) Sediment Control Ponds/Facilities. The ~~Declarant~~Association is hereby expressly ~~reserves unto itself granted~~ the right to continue to use ~~and~~, maintain or remove any sediment control ponds or facilities located on any Common Areas or anywhere on the Property, including on any Lot.

~~\_\_\_\_\_~~ (x) ~~\_\_\_\_\_~~ (g) Maintenance/Repair/Replacement Easements. Each Owner hereby grants an easement to the Association and its agents over, upon and through each Owner's Lot and any Common Areas, in order for the Association to perform any and all ~~repair and maintenance,~~ repair and/or replacement of any improvements, including exteriors of dwellings, on Lots which the Association is either required to perform hereunder or elects to perform pursuant to the provisions of this ~~Declaration.~~ Amended and Restated Declaration including, without limitation, any easements for Community signage or entrance monuments and any Storm Water Management Facilities.

~~(b)~~ (h) Further Assurances. ~~Any and all conveyances made by the Declarant~~ to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. ~~Upon~~ written request of the ~~Declarant,~~ the Association and each Owner shall from time to time execute, acknowledge and deliver to the ~~Declarant~~Association such further assurances of these

reservations of rights and easements as may be requested and as may be consistent with this Section 5.2.

~~\_\_\_\_\_ (c) Duration and Assignment of Development Rights. The Declarant may assign its rights under this Section to, or share such rights with, one or more other persons, exclusively, simultaneously or consecutively. The rights and easements reserved by or granted to the Declarant pursuant to this shall continue for so long as the Declarant or its designees are engaged in development or sales, or activities related thereto, anywhere on the Property, unless specifically stated otherwise; provided, however, that the easements described in the following provisions of Section 5.2 (a) shall run in perpetuity: (i) c., (ii) b., (iii), (iv), (viii) a. and (ix).~~

~~\_\_\_\_\_ (d) Association Power to Make Dedications and Grant Easements. The Declarant, on behalf of itself and its successors and assigns, hereby also grants to the Association the rights, powers and easements reserved to the Declarant by Article V hereof. These rights, powers and easements may be exercised by the Association, subject to any other provisions herein; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this Section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.~~

~~\_\_\_\_\_ (i) Duration and Assignment of Easements. Unless otherwise stated herein, the easements described in this Section 5.2 shall run in perpetuity.~~

~~\_\_\_\_\_ 5.3 **EASEMENT FOR UPKEEP.** The Declarant hereby reserves unto itself and hereby grants to the~~The Association, the managing agent and any other persons authorized by the Board of Directors, in the exercise and discharge of their respective powers and responsibilities, are hereby granted the right of access over and through any portion of the Property for purposes of upkeep of the Property, including, without limitation, the right to make inspections, correct any condition originating in a Lot or in the Common Areas threatening another Lot or the Common Areas, correct drainage, perform installations or upkeep of utilities, landscaping, retaining walls, decks, leadwalks, any level spreaders (stone or otherwise) and any piping associated thereof, Storm Water Management Facilities or other improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates this Amended and Restated Declaration. The agents, contractors, officers and directors of the Association may also enter any portion of the Property (excluding any improvement) in order to utilize or provide for the upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with this Amended and Restated Declaration for which such Owner is responsible pursuant to this Amended and Restated Declaration, and the costs incurred by the Association shall be assessed against such Owner's~~Owner's~~ Lot in accordance with Article VIII hereof.

~~\_\_\_\_\_ 5.4 **EASEMENT FOR SUPPORT.** To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.~~

~~\_\_\_\_\_ 5.5 **EASEMENT AND EMERGENCY ACCESS.** The ~~Declarant~~Association is hereby granted, on behalf of itself and ~~its successor~~the Owners, and assigns, hereby reserves ~~unto itself and~~ grants an easement to: (1) all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions~~

during emergencies; and (2) the Association, over and through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to any other portion of the Property. The Association is hereby authorized, but not obligated, to take any such measures.

~~\_\_\_\_\_~~ 5.6 **EASEMENT FOR USE OF COMMON AREAS.** ~~The Declarant hereby reserves unto itself, for so long as the Declarant is engaged in development or sales, or activities related thereto anywhere on the Property or the Declarant is an Owner and to each~~ Each Owner and each person lawfully occupying a Lot, are hereby granted a non-exclusive right and easement of use and enjoyment in common with others of the Common Areas, ~~provided, however, that the Declarant shall have the same right and easement of use as the other Owners.~~ Such right and easement of use and enjoyment shall be appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant shall be void.

~~\_\_\_\_\_~~ 5.7 **VEHICLE AND PEDESTRIAN ACCESS.** ~~The Declarant hereby reserves to itself~~ Association and Builder, ~~for so long as Declarant or Builder are engaged in development or sales, or activities related thereto anywhere on the Property, and hereby grants to each other~~ Owner and each person lawfully occupying a Lot are hereby granted a non-exclusive easement over all streets, walks and paths on the Common Areas for the purpose of vehicular or pedestrian access, ingress and egress, as appropriate, to any portion of the Property to which such person has the right to go, subject to any Rules and Regulations promulgated by the Association pursuant to this Amended and Restated Declaration. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such right and easement are appurtenant shall be void.

~~\_\_\_\_\_~~ 5.8 **LIMITATIONS.** The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Amended and Restated Declaration or pursuant to the Articles of Incorporation and By-Laws of the Association) to all rights and powers of the ~~Declarant, Builder and the~~ Association when exercised in accordance with the other applicable provisions of such documents, including without limitation the ~~Association's~~ Association's right to regulate the use of the Common Areas, to grant easements across the Common Areas, to dedicate portions of the Common Areas and to mortgage the Common Areas subject to the provisions of this Amended and Restated Declaration.

~~\_\_\_\_\_~~ 5.9 **SALES OFFICE, ETC.** ~~Nothing contained in this Declaration shall be construed to in any way limit the right of Declarant and Builder to use any Lot owned by Declarant or Builder, as the case may be, for the purpose of a construction office, sales office, and/or for model and display purposes and for the carrying out of the above activities, and/or storage compound and parking lot for sales, marketing, and construction.~~

~~\_\_\_\_\_~~ 5.10 **FOREST CONSERVATION AND FOREST BUFFER AREAS.** ~~The Declarant, for itself, its successors and assigns, reserves~~ 5.9 FOREST CONSERVATION AND FOREST BUFFER AREAS. The Association is hereby granted a non-exclusive easement and right-of-way over any portion of the Community for the purpose of performing any activity related to the Forest Conservation and Forest Buffer Declaration, any Forested Water Resource Protection areas and/or to perform reforestation, afforestation and any other activity which ~~Declarant~~ the Association may deem desirable (collectively, the "forest activities"), ~~if any.~~ The foregoing ~~reservation by Declarant~~ grant to the Association shall specifically include the right of ingress and egress ~~and~~ to conduct forest activities by ~~Declarant~~ the Association (or any of its agents or employees) over any Lot in the Community, irrespective of whether or not the title to the Lot has been transferred to an Owner already residing on the Lot, and if ingress, egress and

any forest activities are conducted by ~~Declaration over, on and across a lot, no~~ the Association, prior notice to the Owner shall be required.

~~5.11~~ **LOT LINES**. The Declarant, for itself, its successors and assigns, reserves the right to alter, amend, and change any Lot lines or subdivision plat prior to transfer of any Lot pursuant to a recorded subdivision plat. In addition, Declarant reserves the right to alter Lot lines between Lots owned by it at any time.

~~5.12~~ **PLAT CHANGES**. No right shall be conferred upon any Owner or Member by the recording of any plat relating to the development of the Property described herein to require the development of said Property in accordance with such plat. Declarant expressly reserves unto itself, the right to make such amendments to any such plat or plats as shall be advisable in their best judgment and as shall be acceptable to public authorities having the right to approval thereof.

**5.10 RIGHT OF ENTRY FOR CARROLL COUNTY.** The Association and the Owners hereby grant to Carroll County, Maryland and its agents, contractors and employees (collectively the "County") a nonexclusive right of entry over and across all of the private roads and any parking areas (collectively the "Traffic Areas") located within the Lake Forest Estates subdivision (the "Subdivision"), for vehicular and pedestrian ingress and egress so that the County can provide curbside collection services for trash and/or recycling to the residents of the Subdivision. Having been designed and constructed for private use, the Traffic Areas were not required to meet the County roadway standards applicable to roads and parking areas intended to be incorporated into the County's public roadway system. In consideration of the County providing trash collection and/or recycling services (if any) even though the roads of the Traffic Areas may not meet County roadway standards, the Association and any owners of any part of the Subdivision hereby (i) waive and release all claims, of whatever kind and nature, that might arise against the County for damage or destruction to pavement, curbs, or structures of any kind located in the Traffic Areas or in the Subdivision, including, without limitation, damage arising from oil, paint, or other liquid spills thereon or therein, if such damage is caused by the operation of trucks or other motor vehicles for curbside collection services, and (ii) further agree to indemnify, defend and hold harmless the County from all such claims, damages, losses and expenses, including reasonable attorney's fees, arising from or relating to the curbside collections. Trucks providing curbside collection services will not collect in Traffic Areas that do not have an adequate "TEE" turn-around or cul-de-sac of the standard dimensions required by the County roadway standards for County roadways. The right of entry granted herein shall terminate at such time as the County no longer provides collection services described herein. Nothing herein shall be deemed to limit or imply a limitation of any or all defenses of immunity that might otherwise be available to the County.

## **ARTICLE VI**

### **COMMON AREAS**

**6.1 GRANT OF COMMON AREAS.** The Association shall take title to the Common Areas (excluding, however, any easement areas) free and clear of all encumbrances, except this Amended and Restated Declaration and all other matters of record when conveyed by DeclarantAssociation. The Covenants are hereby imposed upon the Common Areas for the benefit of the DeclarantAssociation, the Association and the Record Owners, and their respective personal representatives, successors and assigns, to the end and intent that the Association shall have and hold the said Common Areas subject to the reservations set forth in Article V hereof, and to the Covenants herein set forth.

\_\_\_\_\_ 6.2 **MEMBER'S RIGHT OF ENJOYMENT.** Every member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment, in common with others, in and to the Common Areas and such non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth. If ingress or egress to any dwelling is through the Common Areas, any conveyance or encumbrance of such area is subject to such Owner's easement. Except as otherwise permitted by the provisions of this Amended and Restated Declaration, the Common Areas shall be retained in its natural state, and no Structure or improvement of any kind shall be erected, placed or maintained thereon. Structures or improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, drainage and utility structures, grading and planting, may be erected, placed and maintained thereon for the use, comfort and enjoyment of the members of the Association, or the establishment, retention or preservation of the natural growth or topography of the area, or for aesthetic reasons. No portion of the Common Areas may be used by any Record Owner or Owners for personal vegetable gardens, storage facilities or other private uses.

\_\_\_\_\_ 6.3 **NUISANCE.** No noxious or offensive activity shall be carried on upon the Common Areas nor shall anything be done thereon which will become an annoyance or nuisance to the Community.

~~6.4~~ **MAINTENANCE OBLIGATIONS OF THE ASSOCIATION.** The Association \_\_\_\_\_ 6.4 shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas together with any items of personal property placed or installed thereon and any area dedicated to a public or governmental entity if such entity fails to properly maintain such area, as from time to time improved, all at its own cost and expense, and shall levy against each member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the foregoing described areas, which proportionate share shall be determined based on the ratio which the number of Lots owned by the member bears to the total number of Lots then laid out or established on the Property. The foregoing obligations of the Association shall also include performing, at its own expense, any maintenance of any entrance monuments for the Community, including any such signs located within a public right-of-way or on a Lot.

\_\_\_\_\_ 6.5 **RESTRICTIONS.** The right of each member of the Association to use the Common Areas shall be subject to the following:

\_\_\_\_\_ (a) any rule or regulation now or hereafter set forth in this Amended and Restated Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas;

\_\_\_\_\_ (b) the right of the Association, in accordance with its Articles of Incorporation and By-Laws,- to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the members, and in aid thereof to mortgage any of the Common Areas;

\_\_\_\_\_ (c) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure;

\_\_\_\_\_ (d) the right of the Association to suspend the voting rights and the rights to use of the Common Areas after notice and a hearing for any period not to exceed sixty

(60) days for any infraction of any of the published rules and regulations of the Association or of this Amended and Restated Declaration;

\_\_\_\_\_ (e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Amended and Restated Declaration and subject to such conditions as may be agreed to by the members; and further subject to the written consent of the County; provided, however, that no dedication, transfer, mortgage or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the ~~Class A members~~Members of the Association consent to such dedication, transfer, purpose and conditions; and

\_\_\_\_\_ (f) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the ~~Declarant~~Association or any other person; provided, however, that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the Common Areas.

\_\_\_\_\_ (g) All of the foregoing shall inure to the benefit of and be enforceable by the ~~Association and the Declarant, or either of them, their respective successors and assigns,~~ against any member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association ~~and the Declarant~~ shall each have the right to abate summarily and remove any such breach or violation by any member at the cost and expense of such member.

\_\_\_\_\_ 6.6 **DELEGATION OF RIGHT OF USE.** Any member of the Association may delegate its rights to the use and enjoyment of the Common Areas to family members who reside permanently with such member and to its tenants, contract-purchasers, invitees and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

\_\_\_\_\_ 6.7 **RULES AND REGULATIONS.** Each Record Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Further, each Record Owner shall comply with the Covenants imposed by this Amended and Restated Declaration on the use and enjoyment of the Common Areas.

## **ARTICLE VII**

### **ENCROACHMENTS**

- \_\_\_\_\_ If any Structure or any part thereof, as a result of the initial construction and/or settlement and/or shifting of such Structure, encroaches upon an adjoining Lot or Common Area, there shall arise, without the necessity of any further or additional act or instrument, an easement for the encroachment in favor of the encroaching Owner, its heirs, personal representatives, successors and assigns. Such easement shall remain in effect for so long as the encroachment shall exist. The conveyance or other disposition of a Lot shall be deemed to include and convey,

or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

## ARTICLE VIII

### ASSESSMENTS FOR MAINTENANCE

8.1 **COVENANT FOR MAINTENANCE ASSESSMENT.** The ~~Declarant~~Association for each Lot owned by it within the Property, hereby covenants, and each Record Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (a) in advance, an annual assessment (the "Annual Assessment") equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, for Annual Assessments or charges, and (b) Special Assessments or charges, for capital improvements ("Special Assessment"), such Annual and Special assessments and charges to be established and collected as hereinafter provided. The Annual and Special Assessments or charges shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of the Maryland Contract Lien Act, and this Article VIII shall be construed as a real covenant running with the Land and a contract of a lien under the terms of the said Act. Such assessments or charges, together with interest at a rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Record Owner holding title to any Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Record Owner's successor or successors in title unless expressly assumed by such successor or successors. In the event any Record Owner or other payor pays any assessments or any other monies due to the Association or its agents by electronic means and/or by credit card, the payor agrees to be responsible for the payment of any reasonable and customary convenience fees that arise out of such a payment.

8.2 **USE OF ASSESSMENTS.** The assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and in particular for (a) the improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of the Common Areas, including fees paid to any management agent; (b) the payment of taxes on the Common Areas (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots laid out on the Property by the tax collecting authority so that the same is payable directly by the Record Owners thereof, in the same manner as real property taxes are assessed or assessable against the Lots); (c) the payment of insurance premiums on the Common Areas; (d) the costs of repair, replacement and additions to the Common Areas and improvements thereon; (e) the cost of obtaining, planting and thereafter maintaining street trees throughout the Community if required by the County, whether or not such street trees are located in the Common Areas; (f) the costs of utilities and other services which may be provided by the Association for the Community as may be approved from time to time by a majority of the members of the Association; (g) the cost of labor, equipment, insurance, materials, management and supervision incurred or expended in performing all of the foregoing; (h) the costs related to any storm water management facilities within the Community

or off-site; and (i) the cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements.

### 8.3 **MAXIMUM ANNUAL ASSESSMENT.**

~~(a) Until January 1 of the year immediately following the conveyance of the first Lot to a Record Owner other than the Declarant or Builder, the maximum Annual Assessment shall be the aggregate of Two Hundred Eighty Dollars (\$280.00) for each Lot, payable annually.~~

~~(b) From and after such date, the maximum~~The Annual Assessment may be increased each year by not more than twenty percent (20%) of the ~~maximum~~ Annual Assessment for the previous year without a vote of the membership of the Association.

~~(c) From and after such date the maximum~~ (b) The Annual Assessment may be increased above the twenty percent (20%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purpose.

~~(d)~~ (dc) The Board of Directors of the Association may fix the Annual Assessment or charges against each Lot at any amount not in excess of the maximum. Subject to the limitations set forth in this Section 8.3, and for the periods therein specified, the Association may change the maximum and the basis of the Assessments fixed by Section 8.3 hereof prospectively for any period provided that any such change shall have the assent of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purposes.

8.4 **SPECIAL ASSESSMENTS.** In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, a Special Assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Areas, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such Assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting duly called for such purpose.

### 8.5 **COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.**

(a) The Annual Assessments as to any Lot shall commence on the date that the Lot is conveyed to any person ~~other than the Declarant or Builder~~or entity.

(b) ~~Declarant and Builder~~Association and any Lot which the ~~Declarant or Builder~~Association owns shall not be subject to any type of Assessment.

(c) The Annual Assessments shall be due and payable on an annual basis on the first (1st) calendar day of each year, subject to the other provisions in this Amended and Restated Declaration.



(d) The due date of any Special Assessment under Section 8.4 shall be fixed in the resolution authorizing such Special Assessment.

8.6 **DUTIES OF THE BOARD OF DIRECTORS.**

(a) Commencing with the first fiscal year of the Association, the Board of Directors shall determine the amount of the maintenance assessments 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 monthly, quarterly or semi-annual basis rather than on the annual basis herein above provided for. Any member may prepay one or more installments of any maintenance assessment levied by the Association, without premium or penalty.

(b) The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association, which shall provide, without limitation, for the management, operation and maintenance of the Common Areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Record Owner upon reasonable notice to the Board of Directors. Written notice of the annual maintenance assessments shall thereupon be sent to all members of the Association. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. The budget and 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 at least a majority of the ~~Class A members~~Members of the Association. No member may exempt itself from liability for maintenance assessments by abandonment of any Lot owned by such member or by the abandonment of such member's right to the use and enjoyment of the Common Areas.

(c) The Association shall, upon demand at any time, furnish to any Record Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A charge not to exceed ten dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

8.7 **ADDITIONAL ASSESSMENTS.** Additional assessments may be fixed against any Lot only as provided for in this Amended and Restated Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.

8.8 **NONPAYMENT OF ASSESSMENT.** Any assessment or portion thereof not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), and shall be subject to a late charge of Fifteen Dollars (\$15.00) or ten percent (10%) of the assessment, whichever is greater, and shall be subject to any collection costs, and attorneys' fees for the collection thereof in an amount not less than twenty percent (20%) of and

all outstanding assessments and charges (including, in addition, those collection costs and attorneys' fees incurred post-judgment in enforcing and collecting a judgment). Further, the Association shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable. The Association may bring an action at law against the Record Owner personally obligated to pay the same, and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees and reasonable attorneys' fees to be fixed by the court together with the cost of the action. No Record Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of such Record Owner's Lot.

Except as prohibited by law, should the Association offer an Owner the choice to pay any Assessment payment via credit card, debit card, ACH transfer, and/or other electronic means, the Owner shall be deemed to have consented and agreed to pay and be solely financially responsible for, any and all fees or amounts including but not limited to, processing fees, surcharge fees, or any other electronic payment fee associated with the Owner's form of payment which are charged by a third-party to the Association, the Association's agent, assigns or any other party charged by the Association with the collection of any Assessment. The Owner's consent and financial responsibility for said fees or amounts shall continue until payment in full of all amounts owed under the Amended and Restated Declaration is received and shall also survive any statement of lien or judgment. All of such fees shall be considered an Additional Assessment.

Additionally, should any management agent/property management company charge for setting up a new file for an Owner or charge a fee to refer an Owner to an attorney, this shall be considered an Additional Assessment.

8.9 **SUBORDINATION OF LIEN TO MORTGAGE.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage(s) or deed(s) of trust now or hereafter placed upon the Lot subject to assessment; provided, however, that 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. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such future assessment.

8.10 **ENFORCEMENT OF LIEN.** The Association may establish and enforce the lien for any assessment, Annual, Special, or otherwise, pursuant to the provisions of the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for herein or awarded by a court for breach of any of the covenants herein.

8.11 **EXEMPT PROPERTY.** The Common Areas and all Lots owned by the Association or dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland shall be exempt from the assessments created herein; provided, however, any Lot used for residential purposes shall be subject to assessment.

8.12 **RESERVES FOR REPLACEMENTS.**

(a)

The Association shall establish and maintain a reserve fund for repairs and replacements of the Common Areas by the allocation and payment at least annually to such reserve fund of an amount to be designated from time to time by the Board of Directors and in compliance with this Section 8.12. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in ~~obligations~~obligation of, or fully guaranteed as to principal by, the United States of America.

(b)

~~(b)~~ 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~~Member of the Association in any such reserves shall be considered an appurtenance of such Record ~~Owner's~~Owner's Lot and shall not be separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

(c)

Pursuant to Section 11B-112.3 of the HOA Act, if the Association has improvements on Common Areas worth at least Ten Thousand Dollars (\$10,000.00), then the Board must complete a reserve study for the Association within five (5) years after the date of the initial reserve study and at least every five (5) years thereafter.

8.13 **-INITIAL CAPITAL CONTRIBUTION.** At settlement for each Lot, including each resale, the sum of Two Hundred Dollars (\$200.00) shall be collected from each prospective member of the Association ~~(other than the Declarant or Builder)~~ for the purpose of start-up expenses and operating contingencies.

**ARTICLE IX**

**INSURANCE AND CASUALTY LOSSES**

9.1 **TYPES OF INSURANCE MAINTAINED BY ASSOCIATION.** The Board of Directors shall have the authority to and shall obtain the following types of insurance:

(a) insurance on all insurable improvements on the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction;

(b) a public liability insurance policy covering the Association, its officers, directors and managing agents, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence, including but not limited to liability insurance for the recreational facilities located in the Community, or in an amount not less than the minimum amount required by applicable law, ordinance or regulation;

(c) workers' compensation insurance, if and to the extent required by law; and

(d) fidelity bond or bonds covering all Directors, officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board of Directors deems appropriate.

9.2 **PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION.**

Premiums for all insurance and bonds required to be carried under Section 9.1 hereof or otherwise obtained by the Association on the Common Areas shall be an expense of the Association, and shall be included in the Annual Assessments. Premiums on any fidelity bond maintained by a third party manager shall not be an expense of the Association.

9.3. **DAMAGE AND DESTRUCTION OF COMMON AREAS.**

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Areas, the Board of Directors, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to insurable improvements on the Common Areas shall be repaired or reconstructed unless at least seventy-five percent (75%) of the members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

(c) If, in accordance with subsection (b), the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the members, then and in that event the damaged Common Areas shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its discretion, or as otherwise provided in the Articles of Incorporation and/or the Bylaws of the Association.

9.4 **REPAIR AND RECONSTRUCTION OF COMMON AREAS.** If any improvements on the Common Areas are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the members, levy a Special Assessment against all Record Owners in order to cover the deficiency in the manner provided in Article VIII hereof. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine.

9.5 **HAZARD INSURANCE ON IMPROVED LOTS.** Each Record Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot.

9.6 **OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE.**

(a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Declarant Association or the Architectural Review Committee; unless the Record Owner desires to construct improvements differing from those so approved, in which event the Record Owner shall submit plans and specifications for the improvements to the Architectural Review Committee and obtain its approval prior to commencing the repair, restoration or replacement. If any Mortgagee does not permit insurance proceeds to be used to restore any damaged or destroyed improvements, then the Record Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris.

(b) If any Record Owner of an improved Lot fails to maintain the insurance required by Section 9.5 of this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Record Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Record Owner is liable for assessments levied against its Lot, and, upon the failure of the Record Owner to pay such costs within ten (10) days after such Record Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Record Owner's Lot in accordance with and subject to the provisions of this Amended and Restated Declaration applicable to an assessment lien.

## **ARTICLE X**

### **RIGHTS OF MORTGAGEES**

#### **10.1 GENERAL.**

(a) Regardless of whether a Mortgagee in possession of a Lot is its Record Owner, (i) such Mortgagee in possession shall have all of the rights under the provisions of this Amended and Restated Declaration, the Plat, the Articles of Incorporation, the By-Laws and applicable law, which would otherwise be held by such Record Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (ii) the Association and each other Record Owner or person shall be entitled, in any matter arising under the provisions of this Amended and Restated Declaration and involving the exercise of such rights, to deal with such Mortgagee in possession as if it were the Record Owner thereof.

(b) Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Amended and Restated Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Record Owner; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee on account of any failure by such Record Owner to satisfy any of the same.

**ARTICLE XI**

**MISCELLANEOUS**

11.1 **TERM.** This Amended and Restated Declaration shall run with the land and shall be binding for a period of thirty (30) years from the date this Amended and Restated Declaration is recorded, after which time this Amended and Restated Declaration shall automatically be extended for successive periods of ten (10) years each unless and until an instrument has been recorded, by which this Amended and Restated Declaration, in whole or in part, is amended, modified or revoked pursuant to the provisions of Section 11.9.

11.2 **ENFORCEMENT.**

~~(a)~~ ~~\_\_\_\_\_~~ ~~(a)~~ ~~Enforcement of this Declaration~~ In addition to any remedy set forth in Section 11.2(b) below, any enforcement or pursuit of enforcement of this Amended and Restated Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations of the Association (the "Governing Documents") shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, or both. ~~In acquiring title to any Lot in the Community, the purchaser or purchasers~~ Any Owner and/or such Owner's occupants, guests, relatives, lessees or invitees (for whose actions an Owner may be held liable) violating or attempting to violate any covenant, agree restriction, rule or otherwise of any of the aforementioned Governing Documents of the Association or violating or attempting to violate any federal, state or local law or regulation, agrees to reimburse the Association and/or any Record Owners for all costs and expenses for which ~~it or they~~ the Association or other Record Owners may incur as a result of the said violation or attempted violation, including but not limited to, court costs, any other out of pocket costs, collection costs and attorneys' fees.

~~\_\_\_\_\_~~ ~~(b)~~ ~~\_\_\_\_\_~~ ~~(b)~~ Fining. The Association shall have the right to levy fines against an Owner for any action, inaction or conduct by Owner, Owner's guests, relatives, lessees or invitees which is in violation of the Governing Documents, in the manner set forth herein, and such fines shall be collectible as any other assessment such that the Association shall have a lien against the Lot of such Owner as provided in this Amended and Restated Declaration and such fine(s) shall also become the binding personal obligation of such Owner. Any Owner or such Owner's occupants, guests, relatives, lessees or invitees (for whose actions an Owner may be held liable) who is found to have violated any covenant, restriction, rule or otherwise of any of the aforementioned Governing Documents of the Association pursuant to this fining provision agrees to reimburse the Association and/or any Record Owners for all costs and expenses for which the Association or other Record Owners may incur as a result of the said violation, including but not limited to any court costs, collection costs and attorneys' fees (including any attorneys' fees incurred prior to the imposition of the fine if the fine is imposed).

~~\_\_\_\_\_~~ ~~(i)~~ Probable Cause, Notice, Opportunity for Hearing, and Fine Limits. The Board of Directors shall determine whether there is probable cause that any of the provisions of the Governing Documents have been violated. In the event that the Board of Directors determines an instance of such probable cause exists, the Board of Directors shall provide written notice to the Owner of the Lot of the specific nature of the alleged violation and the opportunity for a hearing before the Board of Directors, upon a request made by the Owner within fifteen (15) days from the date of sending of the notice (or five (5) days from the date of sending of the notice if the alleged violation is an immediate threat to the health, safety or welfare to the Community). The notice shall also specify that if the Owner is found to be in violation of

the Governing Documents, the Owner shall be subject to a fine in an amount determined by the Board in its sole and absolute discretion, but not to exceed the following:

a. Single Occurrence Offense: The following fines pertain to a violation that occurs and then is complete (examples may include, but are not limited to, a parking violation, failing to clean up waste of a pet, creating a disturbance, loud music, and trash cans placed outside too early).

First Violation: If the Owner is held to be in violation, the Owner will be assessed a fine of up to Two Hundred Fifty Dollars (\$250.00) per violation.

Second Violation: If the Owner is held to be in violation for the same or substantially similar offense for a second time within a 12-month period, the Owner will be assessed a fine of up to Five Hundred Dollars (\$500.00) per violation.

Third Violation: If the Owner is held to be in violation for the same or substantially similar offense a third time within a 12-month period, the Owner will be assessed a fine of up to One Thousand Dollars (\$1,000.00) per violation.

Any violation by an Owner of the same or substantially similar offense after the third occurrence shall be subject to a fine of up to Two Thousand Dollars Five Hundred Dollars (\$2,500.00) per occurrence per violation.

b. Violations Which are Continuing in Nature: The following fines pertain to a violation that continues from day to day until abated (examples may include, but are not limited to, erecting a Structure without the prior written approval of the Architectural Review Committee, failing to make necessary repairs to doors, windows, shutters, etc., failing to mow the lawn on a Lot, and failing to return trash cans to the Lot after pickup):

First Violation: If the Owner is found be in violation, the Owner will be assessed an initial fine of up to Two Hundred Fifty Dollars (\$250.00) per violation, and an additional fine of up to Twenty-Five Dollars (\$25.00) per day until the violation is cured.

Second Violation: If the Owner is found to be in violation of the same or substantially similar offense a second time within a 12-month period, the Owner will be assessed an initial fine of up to Five Hundred Dollars (\$500.00) per violation, and an additional fine of up to Fifty Dollars (\$50.00) per day until the violation is cured.

Third Violation: If the Owner is found to be in violation of the same or substantially similar offense a third time within a 12-month period, the Unit Owner will be assessed an initial fine of up to One Thousand Dollars (\$1,000.00) per violation, and an additional fine of up to One Hundred Dollars (\$100.00) per day until the violation is cured.

Any violation by the Owner of the same or substantially similar offense after the third occurrence shall be subject to a fine of up to Two



Thousand Five Hundred Dollars (\$2,500.00) per violation, and an additional fine of up to Two Hundred Fifty Dollars (\$250.00) per day until the violation is cured.

If the violation is of a continuing nature, then it shall be the responsibility of the Owner to provide written notice and proof to the Board that such violation has been abated to the Board's satisfaction, whereupon the daily fine shall cease that shall be evidenced by a written acknowledgment by the Board and sent to the Owner.

(ii) Hearing. If a hearing is timely requested, the Board of Directors shall hold the hearing at which time it shall hear any and all evidence to support, and evidence and defenses to the charges, including any witnesses that the Owner or the Board of Directors may wish to produce. Any party at the hearing may be represented by counsel.

(iii) Outcome of Hearing and Possible Fine Imposition. Subsequent to any hearing, or if no hearing is timely requested or no timely acknowledgement, promise and/or full performance is made which is accepted by the Board of Directors (in its sole discretion), the Board shall determine whether there is sufficient evidence of a violation or violations. If the Board of Directors determines in its sole and absolute discretion that there is sufficient evidence, it may levy a fine against the Owner for each violation in the amounts provided above.

Nothing herein shall be construed as a prohibition or limitation of the right(s) of the Association to pursue any other means of enforcement of the provisions of the Governing Documents, including, but not limited to, legal action for damages or injunctive relief and recovery of all costs and attorneys' fees.

(c) These Covenants shall inure to the benefit of and be enforceable by the Association or by the Record Owner(s) of any land included in the Community and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them. Further, the Covenants shall bind every Lot and Owner thereof and successors in interest of each such Owner.

~~(c)~~ (d) Notwithstanding the foregoing, neither the Association nor any person acting or purporting to act on its behalf shall (a) file or otherwise commence, or prosecute, in any jurisdiction whatsoever, any (i) civil, criminal or administrative proceeding in or with any court or administrative body or officer, or (ii) appeal of or objection to any decision or other action made or taken by any court or administrative body or officer, in any judicial or administrative proceeding, or (b) testify or submit evidence (except where required by law, subpoena or formal order of such court, administrative body or officer), or otherwise take a formal position on any issue under consideration, in any such proceeding or appeal, in all cases until such action is approved in writing by, or by the vote of, ~~both (i) members~~ Members entitled to cast at least ~~75~~ seventy-five percent (75%) of the votes held by all Owners ~~other than the Class B Member, and (ii) (if such action would be taken during the Development Period), the votes of the Class B Member holding at least 75 percent of the votes.~~ Nothing in this subsection shall apply to a civil or administrative proceeding which the Association commences or prosecutes with a court or administrative body or officer (a) to collect an Assessment, or enforce or foreclose a lien securing an Assessment, (b) otherwise to enforce the Association's rights or another person's obligations under the Amended and Restated Declaration, By-Laws or Articles of Incorporation on account of a default or under any other provision of such documents, or (c) any action taken by ~~the~~

Declarant Association at any time or action undertaken by the Architectural Review Committee during the Development Period. \_\_\_\_\_

11.3 **NO WAIVER.** The failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.4 **INCORPORATION BY REFERENCE ON RESALE.** In the event any Record Owner sells or otherwise transfers any Lot, any deed purporting to ~~effect~~affect such transfer shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Amended and Restated Declaration, whether or not the deed actually so states.

11.5 **NOTICES.** Any notice required to be sent to any member or Record Owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as member or Record Owner on the records of the Association at the time of such mailing.

11.6 **NO DEDICATION TO PUBLIC USE.** Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas.

11.7 **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

11.8 **CAPTIONS AND GENDERS.** The captions contained in this Amended and Restated Declaration are for convenience only and are not a part of this Amended and Restated Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Amended and Restated Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

11.9 **AMENDMENT.**

~~(a) For so long as there is a Class B membership of the Association, this Declaration may be amended by an instrument in writing, signed and acknowledged by the Declarant and by the President or Vice-President and Secretary or Assistant Secretary of the Association after approval of the amendment at a meeting of the Association duly called for such purpose. The vote (in person or by proxy) or written consent of (i) at least two-thirds (2/3) of the Class A members of the Association, if any, and (ii) the Declarant shall be required to add to, amend, revise or modify this Declaration. Following the lapse of the Class B membership in the Association, as provided in Articles IV hereof, this~~

(a) This Amended and Restated Declaration may be amended by an instrument in writing, signed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association with the approval, in the manner set forth above, of at least ~~two-thirds (2/3)~~sixty percent (60%) of the ~~Class A members of the Association~~Members in good standing (as described above), at a meeting of the Association duly called for such purpose.

~~\_\_\_\_\_ (b) An amendment or modification shall be effective when executed by the President or Vice-President. Any amendment to this Amended and Secretary or Assistant Secretary of the Association who shall certify that the amendment or modification has been approved as herein above provided. The amendment shall be Restated Declaration shall be recorded in the Land Records of the County. Unless a later date is specified in any such instrument, any amendment to this Amended and Restated Declaration shall become effective on the date of recording. For the purpose of recording such instrument, each Record Owner, other than the Declarant, hereby grants to the President or Vice-President and Secretary or Assistant Secretary of the Association an irrevocable power of attorney to act for~~

~~11.10 **CONFLICTS.** The Rules and on behalf of each and every Record Owner in certifying, executing and recording said instrument. Notwithstanding anything to the contrary contained herein, in no event may any of Declarant's rights or privileges under the Regulations (including, but not limited to, the Lake Forest Homeowner Association Community Architectural Review Guidelines), Articles of Incorporation or, By-Laws of the Association or this Declaration be terminated, altered or amended without Declarant's prior written consent, and this Amended and Restated Declaration shall be interpreted together with any conflicts being resolved as follows: first, the provisions of this Amended and Restated Declaration shall control, then the Articles of Incorporation, then the By-Laws, and then the Rules and Regulations.~~

~~11.11 **GOVERNING DOCUMENTS.** The following provisions shall be applicable to all of The Governing Documents.~~

~~(a) Any references to "Common Area" shall be replaced with "Common Areas".~~

~~(b) Electronic Transmission.~~

~~(i) "Electronic Transmission" shall mean and refer to any form of communication, not directly involving the physical transmission of paper, that creates a record that (i) may be retained, retrieved, and reviewed by a recipient of such communication, and (ii) may be reproduced directly in paper form by the recipient through an automated process.~~

~~(ii) Electronic Transmission of Notices. Subject to any applicable laws, notice of meetings and delivery of information to Members may be made by Electronic Transmission if: (1) the Board of Directors authorizes the Association to deliver notices of meetings and other information to Members by Electronic Transmission; (2) the Member provides prior written authorization to provide notice of meetings or deliver information by Electronic Transmission to the Board of Directors; and (3) an officer or agent of the Association certifies in writing that the Association has provided notice of a meeting or delivered material or information as authorized by the Member. Notwithstanding the foregoing, any inadvertent failure to deliver notice by Electronic Transmission does not invalidate any meeting or other act. For purposes of this Section, Electronic Transmission shall be considered to be ineffective if:~~

~~(a) The Association is unable to deliver two (2) consecutive notices; and~~

~~(b) The inability to deliver the notice by Electronic Transmission becomes known to the person responsible for sending such Electronic Transmission.~~

~~In addition to the foregoing, provided that the same has been approved by the Board of Directors of the Association, and a formal procedure therefore adopted and promulgated to the Members, proxies and other required filings with the Secretary~~

of the Association may be delivered to the Secretary of the Association by Electronic Transmission, in accordance with the provisions of §11B-113.2 of the Real Property Article, Annotated Code of Maryland, as amended from time to time, and votes may be cast by Members in accordance with the provisions of §11B-113.2, Real Property Article, Annotated Code of Maryland, as amended from time to time or superseded.

(iii). Electronic Transmission of Votes and Proxies. In accordance with the provisions of §11B-113.2 of the Real Property Article, Annotated Code of Maryland, as amended from time to time, the Board of Directors or other governing body of the homeowners association may authorize Lot Owners to submit a vote or proxy by electronic transmission if the electronic transmission contains information that verifies that the vote or proxy is authorized by the lot owner or the lot owner's proxy. If any of the governing documents of the Association require voting by secret ballot and the anonymity of voting by electronic transmission cannot be guaranteed, voting by electronic transmission shall be permitted if Lot Owners have the option of casting anonymous printed ballots.

(c) Open Meetings and Notice. As provided in Section 11B-111 of the Act, as amended from time to time, except as provided hereinbelow and subject to the Board of Directors closed meeting rules, all meetings of the Association, including meetings of the Board of Directors (or other governing body of the Association or a committee of the Association), shall be open to all members of the Association or their agents. Further, as provided in Section 11B-113 of the Act, as amended from time to time, the Association (or other governing body of the Association or a committee of the Association) is authorized to conduct meetings and allow attendance at the meetings electronically.

(i) All members of the Association shall be given reasonable notice of all regularly scheduled open meetings of the Association;

(ii) Subject to subsection (d) of this Section 11.11 and to reasonable rules adopted by a governing body, a governing body shall provide a designated period of time during an open meeting to allow Lot Owners an opportunity to comment on any matter relating to the Association; and

(iii) During an open meeting at which the agenda is limited to specific topics or at a special meeting, the Lot Owners' comments may be limited to the topics listed on the meeting agenda.

(d) Notice of Meetings, General Meeting Rules and Closed Meetings. As provided in Section 11B-111 of the Act, as amended from time to time, all open meetings of the Board (or other governing body of the Association or a committee of the Association), shall be open to all members of the Association or their agents and all members of the Association shall be given reasonable notice (at least ten (10) days) of all regularly scheduled open meetings of the Board.

(i) The Board shall convene at least one (1) meeting each year at which the agenda is open to any matter relating to the Association;

(ii) A meeting of the Board (or a committee of the Association) may be held in closed session only for the following purposes:

personnel;  
a. Discussion of matters pertaining to employees and

b. Protection of the privacy or reputation of individuals  
in matters not related to the homeowners association's business;

c. Consultation with legal counsel on legal matters;

d. Consultation with staff personnel, consultants,  
attorneys, board members, or other persons in connection with pending or potential litigation or  
other legal matters;

e. Investigative proceedings concerning possible or  
actual criminal misconduct;

f. Consideration of the terms or conditions of a  
business transaction in the negotiation stage if the disclosure could adversely affect the economic  
interests of the homeowners association;

g. Compliance with a specific constitutional, statutory,  
or judicially imposed requirement protecting particular proceedings or matters from public  
disclosure; or

h. Discussion of individual owner assessment  
accounts; and

(iii) If a meeting is held in closed session under subsection (c)  
of this Section 4:

a. No action may be taken and no matter may be  
discussed other than those permitted by item (c) of this Section 4; and

b. A statement of the time, place, and purpose of a  
closed meeting, the record of the vote of each board or committee member by which the meeting  
was closed, and the authority under this section for closing a meeting shall be included in the  
minutes of the next meeting of the Board (or the committee) of the Association.

(e) The Board of Directors may declare a seat of a member of the  
Board of Directors to be vacant in the event such member (i) shall be delinquent in the payment  
of any Assessment or charge due to the Association for at least sixty (60) days, or (ii) shall be  
absent from three (3) consecutive regular meetings of the Board of Directors and appoint such  
member's successor, in accordance with the provisions of these By-Laws and the Association's  
Articles;

(f) The Board of Directors shall maintain bank accounts and deposit all  
Assessments therein.

(g) The Board of Directors shall:

(i) prepare, or cause the preparation of an annual operating  
budget for the Association, which shall provide, without limitation, for the management, operation  
and maintenance of the Common Areas;

(ii) at least thirty (30) days before its adoption, submit to Owners (by Electronic Transmission, posting, on an Association homepage, or newsletter) the annual proposed budget;

(iii) prior to the Board's adoption of the annual budget at a Board meeting, notice of such meeting shall be sent to Owners (or notice given by Electronic Transmission, posting, on an Association homepage, or newsletter);

(iv) institute appropriate legal action against any Lots for which assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Owner personally obligated to pay the same;

(v) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(vi) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(vii) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate and/or as required by law;

~~(viii) (c) Anything set forth above to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented only if one of the Federal Agencies or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the Property or any part thereof or any Lot thereof, for federally approved mortgage financing proposed under applicable Federal Agency programs.~~

~~) cause to be maintained the Common Areas and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas;~~

(ix) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and within thirty (30) days of the budget adoption by the Board, send a copy of the adopted budget along with notice of the amount of the assessments for each Lot to each Owner; and

(x) otherwise perform or cause to be performed the functions and obligations of the Board of Directors and the Association as provided for in this Amended and Restated Declaration and Articles of Incorporation and these By-Laws, including collection of Assessments payable pursuant to any cross easement or other similar agreement. The Association may periodically employ an insurance consultant if the Board of Directors deems it necessary to do so in order to analyze the insurance requirements of the Association.

(h) Management Agent. The Board of Directors may engage for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board to perform such duties and services as the Board of Directors shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide, *inter alia*, that such agreement may be terminated for cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such

management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods. If the standards and regulations of FNMA and/or FHLMC prohibit self-management by the Association, and FNMA and/or FHLMC holds an interest in a First Mortgage affecting any Lots, then no such self-management shall be undertaken by the Association, without the prior written consent and approval of all of the holders of the First Mortgages of record on the Lots.

(i) Amendment of By-Laws. The By-Laws may be amended by the affirmative vote of Owners in good standing (meaning no more than ninety (90) days in arrears in the payment of any Assessment or charge due to the Association) having at least sixty percent (60%) of the votes in the Association, either in person or by proxy, to approve the same.

[SIGNATURES ON FOLLOWING PAGES]

WITNESS the hand and seal of the Declarant Association hereto on the day herein above first written and it is the intent that this Amended and Restated Declaration be considered an instrument executed under seal.

WITNESS/ATTEST:

DECLARANT ASSOCIATION:

\_\_\_\_\_  
LAKE FOREST LLC HOMEOWNERS ASSOCIATION, INC., a Maryland non stock corporation

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in the year 2023, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared, \_\_\_\_\_, \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of LAKE FOREST LLC, HOMEOWNERS ASSOCIATION, INC., the Declarant Association named in the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant Association.

AS WITNESS my hand and seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**CERTIFICATION**

I, THE UNDERSIGNED, do hereby certify that I am the duly elected and acting Secretary of LAKE FOREST HOMEOWNERS ASSOCIATION, INC., a Maryland non-stock, non-profit corporation (the "Association"), and pursuant to a meeting duly called of the Association, the requisite affirmative vote of at least sixty percent (60%) of Owners in good standing (not more than ninety (90) days in arrears of any amounts owed to the Association) was obtained for this Amended and Restated Declaration on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of LAKE FOREST HOMEOWNERS ASSOCIATION, INC., a Maryland non-stock, non-profit corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary \_\_\_\_\_



~~The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland or by or on behalf of one of the parties named in the above instrument.~~

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Rachel M. Hess, Esq.

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**Exhibit "A"**

**DESCRIPTION OF THE PROPERTY SUBJECTED TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

All of that real property situate and lying in the 4th Election District of Carroll County, Maryland and more fully described as follows:

Lots: Lots numbered 1 through and including 57, all as shown on the plats entitled, "LAKE FOREST ESTATES" recorded among the Land Records of the County in Plat Book LWS 47, at Page 163 through and including 173.

Common Areas: Those areas depicted as, "Parcel B<sup>""</sup>" "Parcel D<sup>""</sup>" "Parcel E<sup>""</sup>" "Parcel F<sup>""</sup>" "Parcel G<sup>""</sup>" "Parcel H<sup>""</sup>" "Parcel J<sup>""</sup>" "Parcel L" and "Parcel M" as well as the areas depicted as "Sign Easement", all shown on the plats entitled, "LAKE FOREST ESTATES" recorded among the Land Records of the County in Plat Book LWS 47, at PagePages 163 through and including 173.

\_\_\_\_\_  
\_\_\_\_\_

**CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY**

~~Elizabeth M. Wright and Jeffrey M. Aleshire, Trustees, and Susquehanna Bank, who are, respectively, the Trustees and the Beneficiary under that certain Indemnity Deed of Trust, Assignment and Security Agreement dated December 17, 2003 and recorded among the Land Records of Carroll County, Maryland, in Liber 3790, folio 413 et seq. (the "Deed of Trust") from Lake Forest LLC, hereby join in the foregoing Declaration of Covenants, Conditions and Restrictions for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereto.~~

~~Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.~~

~~IN WITNESS WHEREOF, the Trustees and Beneficiary have executed and sealed this Consent and Agreement of Trustee and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this \_\_\_\_ day of \_\_\_\_\_, 2004.~~

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Elizabeth M. Wright, Trustee (SEAL)

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Jeffrey M. Aleshire, Trustee (SEAL)

ATTEST: \_\_\_\_\_ BENEFICIARY:  
SUSQUEHANNA BANK

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)

STATE OF \_\_\_\_\_: COUNTY OF \_\_\_\_\_: TO WIT:

~~I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ 2004, before me, a Notary Public for the state aforesaid, personally appeared Elizabeth M. Wright, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as Trustee for the purposes therein set forth, and that it is her act and deed.~~

~~IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.~~

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_

STATE OF \_\_\_\_\_: COUNTY OF \_\_\_\_\_: TO WIT:

~~I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ 2004, before me, a Notary Public for the state aforesaid, personally appeared Jeffrey M. Aleshire, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.~~

~~IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.~~

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_

STATE OF \_\_\_\_\_: COUNTY OF \_\_\_\_\_: TO WIT:

~~I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Susquehanna Bank, Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes contained therein by signing the on behalf of the Corporation, in my presence.~~

~~IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.~~

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_



STATE OF \_\_\_\_\_: COUNTY OF \_\_\_\_\_: TO WIT:

~~I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public for the state aforesaid, personally appeared Stuart C. Resnick, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.~~

~~IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.~~

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_

STATE OF \_\_\_\_\_: COUNTY OF \_\_\_\_\_: TO WIT:

~~I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public for the state aforesaid, personally appeared J. Steven McDorman, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.~~

~~IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.~~

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_

STATE OF \_\_\_\_\_: COUNTY OF \_\_\_\_\_: TO WIT:

~~I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared Richard J. Demmitt, Beneficiary, and that he, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes contained therein.~~

~~IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.~~

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_





Attorney Certification

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland or by or on behalf of one of the parties named in the above instrument.

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Lisa C. Heimlicher, Esq.

**AFTER RECORDATION, PLEASE RETURN TO:**

~~RACHEL M. HESS~~ LISA C. HEIMLICHER, ESQ.  
~~KANTOR, WINEGRAD &~~ HESS & HEIMLICHER, LLC  
~~20 Crossroads Drive~~ 400 Redland Court, Suite 215 ~~212~~  
Owings Mills, Maryland 21117