

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE BLAKESLEE HOMEOWNERS ASSOCIATION

THIS DECLARATION made this 17th day of AUGUST, 1987, by PENN POINT ASSOCIATES, a Pennsylvania general partnership, hereinafter referred to as "Declarant."

Witnesseth

REC FEE 95.00
MISC 0.00
TRN FRWD TL 95.00
BALANCE 133.00
#045490 0002 001 T14:11
08/19/87

WHEREAS, Declarant is the owner of certain property situated in Garrett County, State of Maryland, more particularly described in a plat of The Blakeslee Subdivision which is or will be recorded among the Land Records of Garrett County (hereinafter referred to as the "Property"); and

WHEREAS, Declarant intends to develop or cause to be developed on the Property a residential subdivision having a maximum of ninety-nine (99) lots with appurtenant areas for access and parking and for open space; and

WHEREAS, Declarant desires to subject the Property and the improvements located or to be located thereon, to the covenants, conditions and restrictions set forth herein which are for the purpose of protecting the value and desirability of the Property and the improvements thereon and are for the purpose of distributing among the owners of the improvements the cost of maintaining and operating the common areas (as hereinafter defined), and any improvements constructed thereon; and

WHEREAS, Declarant has caused or will cause a non-profit membership corporation known or to be known as THE BLAKESLEE HOMEOWNERS ASSOCIATION, INC. (the "Association") to be formed in order to perform certain functions on behalf of the owners of lots within the Property, including, but not limited to, the enforcement of the covenants, conditions and restrictions herein set forth, and for management of the common areas to be owned by the Association, and collection and disbursement of the assessments and charges hereinafter created.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives successors and assigns, and the Association.

Article I

Definitions

1.1 As used herein, the following words and terms are defined to mean as indicated:

1.2 "Architectural Committee." The Architectural Committee shall be composed of those three or more individuals so designated from time to time by the Board of Directors. Members may be removed from the Architectural Committee at any time by the Board of Directors at its discretion. The initial Architectural Committee shall be Gary A. Daum, Richard J. Lyons, Bart J. Shakarian, William G. Weissgerber, Jr., and Karen F. Spiker, who shall serve until they resign or until their successors are chosen and have qualified.

1.3 "Association" shall mean and refer to THE BLAKESLEE HOMEOWNERS ASSOCIATION, INC., a Maryland not-for-profit corporation, as formed or to be formed by Declarant.

1.4 "Board of Directors" means the Board of Directors of the Association.

1.5 "Common Areas" means those lots or areas of land within the Property shown on the Subdivision Plat of the Property and is intended to be the entire Property, save and except for

Lots. The Common Area shall include all roads, streets and parking areas within the Property unless the same are dedicated to the County or State for Public use.

1.6 "Declarant" means PENN POINT ASSOCIATES, and its successors and assigns to which it shall convey or otherwise transfer its right, title and interest to all or any part of the Property and in so doing expressly designates the transferee or transferees as a Declarant hereunder.

1.7 "Lot" means a lot or parcel of ground shown on the recorded Subdivision Plat of the Property, designated as a "Lot," with the exception of the Common Areas and the beds and rights of way of any public road or street within the Property. Lots shall be either "Lake Front" or "Lake Access", which are defined as follows: "Lake Front" Lots are those lots which qualify for the issuance of an individual boat dock permit allowing the placement of a dock in Deep Creek Lake, and "Lake Access" Lots are those lots which do not so qualify.

1.8 "Member" means all persons or entities who hold membership in the Association as provided in the Articles of Incorporation of the Association.

1.9 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

1.10 "Property" shall mean that certain property described hereinabove, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration as herein provided.

1.11 "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, or bath house, coop or cage,

covered or uncovered patio, swimming pool, clothesline, radio, television or other antenna, 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, 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 Class A member hereunder.

Article II

Common Area Property Rights

2.1 Grant of Lots. Declarant shall hereafter hold, grant and convey the Property, and any parts thereof, including Lots and Common Areas, subject to the covenants, conditions and restrictions herein set forth, which are for the benefit of, binding upon and shall run with the land, and are for the benefit of Declarant, the Association and the Owners, their heirs, personal representatives, successors and assigns.

2.2 Grant of Common Uses. Declarant covenants that it will convey to the Association the Common Areas, and the Association shall accept from Declarant the Common Areas and shall hold them subject to the provisions hereof. The conveyance shall be made no later than such time as the location of all Lots is established and a final subdivision plat filed of record, but in no event more than three (3) years from the date hereof. The Common Areas may be conveyed in whole or in part at the election of Declarant, so long as all the Common Areas are conveyed as herein provided.

2.3 Owners Easements of Enjoyment. Every Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.3.1 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

2.3.2 The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid.

2.3.4 The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Members agreeing to such dedication or transfer has been recorded.

2.3.5 The owners of Lake Front Lots shall not be entitled by reason of said ownership to use of the boat docks placed in Deep Creek Lake for use of the owners of Lake Access Lots. Each owner of a Lake Access Lot shall have the right to a slip in one of the common docking facilities, as designated by the Board of Directors.

2.4 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on a Lot.

2.5 Structures. Except as otherwise permitted by the provisions of this Declaration, no Structure shall be erected, placed or maintained on any Common Area except: (1) Structures designed exclusively for the common use of Owners, including, but not limited to, benches, chairs, or other seating facilities, fences and walls, walkways, roadways, gatehouse, swimming pool,

tennis court(s) and pumping station(s) and similar recreational facilities; (ii) building (s) for storage of maintenance equipment; and (iii) drainage, storm and utility systems. The Common Areas may be graded, planted with trees and shrubs and other plants placed and maintained thereon for the use, comfort and enjoyment of the Owners or for the establishment, retention or preservation of the natural growth or topography of the Common Areas and for aesthetic reasons.

2.6 Rules. The Association shall have the right to prescribe reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be applied equally to all Owners. The Association shall have the right to suspend use of the Common Areas by an Owner for a period of not more than Sixty (60) days for an infraction of its published rules and regulations.

2.7 Association Management. The Association may improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas, including, by way of illustration, and not limitation, streets, roadways, sidewalks and parking areas, and all trees, shrubbery and other plants and landscaping together with any items of personal property placed or installed thereon, at the cost and expense of the Association.

2.8 Dedication of Lake Frontage. All frontage within the subdivision on Deep Creek Lake not necessary for acquisition of individual dock permits by Owners of Lake Front Lots shall be dedicated toward the amount of frontage necessary to obtain the development permit allowing placement of common docking facilities in Deep Creek Lake for use by owners of Lake Access Lots. This dedication shall in no way restrict or impact upon the use of a lot by an Owner.

Article III

Reserved Rights of Declarant

3.1 Reserved Rights of Declarant. The Association shall hold the Common Areas conveyed to it by Declarant subject to the following:

3.1.1 The reservation to Declarant, its successors and assigns, of an easement to enter onto and pass over any part of the Common Areas, such easement for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the Property and any part thereof, including any Lot.

3.1.2 The right of Declarant to store building supplies, construction equipment and other similar property on any Lot it owns and/or on the Common Areas. This reserved right shall expire upon completion of construction of all improvements by Declarant.

3.2 Grading. Declarant further reserves unto itself, its successors and assigns, the right at or after the time of grading of any street 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 residence built or to be built on such Lot, but said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

3.3 Amendment of Plat. 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 reserving unto itself the right to make such amendments to any such Plat or Plats as shall be advisable in its best judgment. The right so reserved shall include the right to redefine the Common Areas, to redefine the boundaries of unsold Lots, to annex additional land to the Property and to provide for new Lots not previously depicted on the plat, providing the total number of lots DOES NOT exceed ninety-nine. Declarant may not

alter the boundaries of lots which have been sold and may not redefine Common Areas which have been conveyed to the Association.

3.4 Sales and Construction Offices. Declarant may construct, maintain and operate real estate sales and construction offices, model homes, displays, signs, and special lighting on any part of the Common Areas or on any Lot it owns and or in any building or structure now or hereafter erected thereon as long as Declarant is the holder of any shares of Class B stock.

3.5 Agricultural Preservation Easement. Declarant reserves unto itself, its successors and assigns, the right to grant to the State of Maryland an agricultural preservation easement (which prohibits future development) encompassing at least one hundred (100) but not more than one hundred fifty (150) acres of the common land as determined by Declarant without the approval or concurrence of owners of Lots. One-half of the consideration received by Declarant from the grant shall be paid to the Association and one-half retained by Declarant and applied to payment of assessments levied against Lots owned by Declarant. At the end of five years from the date of this Declaration, or when Declarant no longer owns any Lots, if sooner, any part of the consideration not expended by Declarant as aforesaid shall be paid over to the Association.

3.6 Easement for Utilities. Declarant, for itself, its successors and assigns, reserves an easement on, over and under the Common Areas for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the Property and the Lots therein, including, but not limited to the right to lay, install, construct and maintain pipes, drains, mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to

provide service to any Lot, or in the area or on 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 thereon, which openings and excavations shall be restored in a reasonable period of time.

Article IV

Covenant For Maintenance Assessments

4.1 Creation of Lien and Personal Obligations of Assessments. The Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, (ii) special assessments for capital improvements, and (iii) additional assessments, all such assessments to be established and collected as hereinafter provided. The annual, special and additional assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Lots within the Property and for the improvement and maintenance of the Common Areas and as is otherwise consistent with the rights and responsibilities of the Association hereunder and for the benefit of the Members.

4.3 Reserve Fund. The annual assessments shall include an

amount adequate to establish a reserve fund for replacement of capital improvements in the Common Areas. A proportionate amount of each assessment payment received by the Association applicable to the reserve fund shall be received and held by the Association in trust, and shall be held separate and apart from other Association funds. Such trust funds shall be retained by the Association and used only for capital improvements and/or replacement of Common Areas facilities of the Association upon the approval of a majority of Owners.

4.4 Annual Assessment. The Board of Directors may fix the amount of the annual assessment. The annual assessment may be increased above ten percent (10%) of the annual assessment for the previous fiscal year by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

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

4.6 Notice and Quorum for Any Action Authorized under Sections 4.4 and 4.5. Written notice of any meeting called for the purpose of taking an action authorized under Sections 4.4 or 4.5 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each

class of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.7 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, or other periodic basis not more often than monthly, as provided by the Board of Directors; provided, however, that any owner of a Lake Front Lot shall not be assessed for the cost of purchase, maintenance or repair of the common docking facilities for use of the owners of Lake Assess Lots.

4.8 Additional Assessments. Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.

4.9 Surplus Receipts. Any surplus of receipts over expenses of the Association for any fiscal year shall be applied to reduce the assessments necessary to meet the budget adopted by the Association for the next fiscal year.

4.10 Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment of Assessments.

4.10.1 The annual assessments provided for herein shall commence as to all Lots on the first day of January, 1988. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association

setting forth whether the assessments on a specified Lot have been paid.

4.10.2 If additional land is annexed to the Property as herein permitted, the annual assessments as to the Lots added to the Property by such annexation shall commence on the date that the land is annexed to the Property by recording of an amendment to this Declaration thus annexing such land to the Property, and shall be prorated for the remainder of that fiscal year.

4.11 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, and shall be subject to a late charge of Five Dollars (\$5.00) or five percent (5%) of the assessment, whichever is greater, and the Board of Directors shall have the right to declare the entire balance of the annual assessment and accrued interest thereon to be immediately due and payable. In addition, the Owner shall be liable for all costs of collecting any such assessment, including reasonable attorney's fees and court costs. The Association may bring an action at law against the Owner personally obligated to pay the same and/or, without waiving any other right, may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4.12 Maryland Contract Lien Act. The Association may establish and enforce the lien for any assessment, annual, special or additional granted herein pursuant to 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, 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.

4.13 Subordination of the Lien to Mortgages. The lien of

the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage or deed of trust now or hereafter placed against a Lot, unless such lien for assessments hereunder has been duly recorded as such among the Land Records of Garrett County aforesaid prior to the recording of such mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, any contract purchaser of a Lot shall be entitled, on written request to the Association, to a statement in writing from the Association setting forth the amount of any unpaid assessments against the Owner of the Lot due the Association and such purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the Owner-Grantor or the Lot in excess of the amount set forth in such statement. The sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof, of a mortgage senior in priority to the assessment lien, shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from any lien therefor.

4.14 Exempt Property. All property dedicated to and accepted by a public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessment.

Article V

Maintenance by Owner

The Owner of each Lot shall keep his Lot, and all improvements thereon, in good order and repair, including, but not limited to, the mowing of all lawns and yards, keeping all sidewalks neat, clean and in good repair, the pruning and cutting of all trees and shubbery and the painting (or other appropriate external care) of all buildings and 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 Committee any 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 the Owner to remedy the condition in question, and upon failure of the 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 Owner of the Lot, and as an additional assessment on the Lot.

Article VI

Architectural Review

6.1 Building Restrictins. No Structure shall be commenced, erected or maintained on any Lot nor shall the exterior appearance of any Structure on any Lot be changed or altered from the appearance thereof after completion, nor shall the natural state of any area of any Lot be disturbed or altered after completion of construction of the improvements thereon, 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, materials, floor plans, color scheme, location, exterior plans and details, paving plans and location, landscaping details, proposed topographical changes, together with the estimated cost of said work and the Owner's proposed construction schedule, and together with a designation of the party or parties to perform the work have been submitted to and approved in writing by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove such design and location in writing within thirty (30) days after said plans and specifications have been submitted to it, approval will not be

required and this Article will be deemed to have been fully complied with.

6.2 Committee Criteria. The Architectural Committee shall consider such plans and specifications for approval upon the basis of, among other things, the harmony of external design and location in relation to surrounding Structures and topography, the nature and durability of the materials, quality of workmanship, choice of colors and materials, grade elevations and/or drainage, the ability of the party or parties designated by the Owner to complete the work proposed in accordance with the plans and specifications submitted, including without limiting the foregoing, such factors as background, experience, skill, quality of workmanship, financial ability, etc. In reviewing the plans, the Architectural Committee may also consider factors of public health and safety, the effect the proposed work will have on the use, enjoyment and value of surrounding properties, and/or the outlook or view of other neighboring properties and the suitability of the proposed improvements or alterations with the general aesthetic values of the surrounding area.

6.3 Disapproval of Plans. In any case where the Architectural Committee shall disapprove the plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement in writing of the grounds upon which such action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. However, the final decision of the Architectural Committee is binding.

6.4 Approval of Plans. The applicant shall submit for approval two sets of plans and specifications. upon approval by the Architectural Committee, one copy of such plans and

specifications shall be retained by the Committee, and the other bearing the approval of the Committee in writing shall be returned to the applicant.

6.5 Nonapproved Structures. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, in violation of the provisions hereof, such Structure or new use shall be removed or discontinued, and such use shall be terminated so as to extinguish such violation. If within fifteen (15) days after notice from the Board of Directors of such violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association, through its agents and employees, shall have the right to enter upon the Lot and to take such steps as it deems necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of the Owner of the Lot, and as an additional assessment, on the Lot.

6.6 Completion of Construction. Upon completion of construction of any Structure in accordance with the provisions hereof, the Architectural Committee, upon request of the applicant shall issue a Certificate of Compliance 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.

6.7 Examination Fee. The Architectural Committee may charge and collect a reasonable fee for the examination of the plans and specifications submitted for approval. Such payment shall be made at the time such plans and specifications are submitted. Such fee shall be retained by the Association, and not by the Architectural Committee.

6.8 Committee Compensation. The members of the Architectural Committee shall serve without compensation unless specifically approved by the Members.

6.9 Declarant Exemption. The provisions of this Article

Six shall not apply to any Structures made by Declarant, or any other improvements made by Declarant on any Lot, or within the Property.

6.10 Architectural Committee Rules. The Architectural Committee to the extent of its functions hereunder and rights specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of Chapter Six of this Declaration.

6.11 Conditional Approval. In granting any permit, authorization, or approval, as herein provided, the Architectural Committee may impose any appropriate conditions or limitations thereon as they shall deem advisable under the circumstances of each case.

Article VII

Declaration of Covenants, Conditions, and Restrictions

7.1 Residential Use. Lots will be used for residential purposes only, except that Declarant may use any Lot as a model home and for sales, management and/or construction offices as provided hereinabove.

7.2 Subdivision. No Lot shall be subdivided.

7.3 Motor Vehicles. All boats, boat trailers, house trailers, trailers, trucks, recreational vehicles, campers, nonpassenger vehicles and the like shall be parked only in designated parking areas. No unlicensed vehicles, junked vehicles, trucks rated more than one ton, trailers or campers may be parked or stored within the subdivision unless parked or stored in an enclosed garage.

7.4 Structures. No Structure may be erected or maintained on any Lot in violation of Article VI above, requiring approval of the Architectural Committee.

7.5 Animals. No animals may be kept, maintained or bred on any Lot, except that no more than two (2) dogs, cats or similar

domestic household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. No animal shall be permitted outside of the dwelling of an Owner unless the animal is under the control of a responsible person. No household pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon request of any Owner, the Board of Directors shall determine, in its sole discretion, whether for the purposes of this paragraph a particular animal shall be considered a "similar domestic household pet" or its actions have constituted a "nuisance", or it has been property kept "under the control of a responsible person". Owners shall promptly clean all litter deposited on any Lot or Common Areas by their household pets.

7.6 Parking Areas. All motor vehicles shall be stored or parked only in designated parking areas on a Lot or the Common Areas. All such vehicles shall be in working order, properly registered and no repairs, except those of a very minor nature shall be permitted to be done on any such vehicles on any of the Common Areas or on any Lot, unless such work is done within a fully enclosed garage on such Lot.

7.7 Noises and Nuisances. No nuisance shall be maintained, allowed or permitted on any part of any Lot or Common Area, and no use thereof shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to the neighborhood. Between the hours of 11:00 P.M. and the following 9:00 A.M., no Owner or occupant on a Lot or in the Common Areas shall make any loud or unusual noises. Musical instruments, radios, televisions and record players, phonographs, and the like shall be used at all times only in such manner as not to unreasonably disturb persons on other Lots or in the Common Areas.

7.8 Trash. No lumber, metals, bulk materials, garbage,

refuse or trash shall be kept, stored or allowed to accumulate on any Lot (other than in an approved Structure); no Lot shall be used or maintained as a dumping ground for any material; trash, garbage or other waste shall not be kept on any Lot except in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition; during construction of any approved Structure on a Lot, the Owner shall keep the construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner. Trash or other refuse that is to be disposed of by being picked up and carried away on a regular and reoccurring basis, may be placed in the open in an approved container on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property; the Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of same on a Lot.

7.9 Motor Vehicles. No fuel driven motor vehicle may be driven or placed on the Common Areas, except in such part of the Common Areas, if any, specifically set aside for driving and for parking. The Board of Directors of the Association may make such amendments to this provision as it deems appropriate.

7.10 Model Home Use. Anything contained in this Article to the contrary notwithstanding, any Lot may be used by Declarant or its Agent for model home purposes or for the maintenance of a real estate office as hereinabove provided. Declarant shall be entitled to conduct on any Lot all activities normally associated with and convenient to the development of the Property.

Article VIII

Annexation

8.1 Additional Property. Additional residential Lots and Common Areas may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members, except as provided in ARTICLE III, Reserved Rights of Declarant.

8.2 Recording. Any annexation made to the Property hereunder shall be done and become effective upon recording of an Amendment to this Declaration by Declarant among the Land Records of Garrett County specifying the additional land to be annexed to the Property.

Article IX

General Provisions

9.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

9.3 Amendment.

9.3.1 The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period, by an instrument signed by no less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by no less than seventy-five percent (75%) of the Lot Owners. Any amendment

must be recorded.

9.3.2 No amendment may alter or affect any rights granted hereunder to Declarant without the prior written consent of Declarant.

9.4 Notices. All notices required or provided for in this Declaration shall be in writing and hand delivered or sent by United States mail. If hand delivered, the notices shall be sent to the addresses shown below and shall be deemed to have been given on the date hand delivered to the party receiving the same. If United States mails are used, the notices shall be sent to the addresses shown below, certified or registered mail, return receipt requested, postage prepaid, and shall be deemed to have been given on the date deposited in the United States mails. Notice shall be addressed as follows:

To Declarant: Richard Lyons
345 Carlton Road
Bethel Park, PA. 15102

To the Association: To the Resident Agent of the Association at his address, as shown by the records of The State Department of Assessments and Taxation of the State of Maryland.

To Owner/Members as follows: To the last known address of Owner/Member as shown on the records of the Association at the time of such mailing, and if there is no such address, then to the Lot of such Owner/Member.

Any person shall have the right to designate a different address for the receipt of notices other than set forth above,

provided the person's new address is contained in a written notice given to the Declarant during the Development Period and to the Association.

9.5 Right of Entry. Violation or breach of any provision herein contained shall give Declarant or the Association, to the extent that any of them may have a right of enforcement thereover, their respective agents, legal representatives, heirs, successors and assigns, in addition to all other remedies, the right (but not the obligation), after five (5) days notice to the Owner of the Lot, to enter upon the Lot or the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any Structure or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement of removal, except that if any agent of Declarant or the Association shall be responsible for actually committing a trespass by behavior going beyond the intent of the authority conferred by this Section, in such event neither Declarant nor the Association shall be responsible for the unauthorized acts of such agent(s). Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots when entitled to do so, to enforce the covenants by appropriate juridicial proceedings.

9.6 No Reverter or Condition Subsequent. No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

9.7 Remedies. Damages may not be deemed adequate compensation for any breach of violation for any provisions hereof, so that any person or entity entitled to enforce any provisions hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

9.8 Headings. The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunder set its hand and seal the day and year first above written.

ATTEST:

PENN POINT ASSOCIATES

[Signature]

BY [Signature] (SEAL)
GENERAL PARTNER

STATE OF MARYLAND, GARRETT COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this 17TH day of AUGUST, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD J. LYONS, General Partner of Penn Point Associates and that he as such General Partner, being so authorized to do so, executed the foregoing Declaration for the purposes therein contained, by signing in my presence, the name of the Partnership by himself as such General Partner.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/1990

[Signature]
Notary Public
GARRETT COUNTY