

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

"OLD HUNDRED"

REC FEE 67.00
CC IMPRV 2.00
#E3413 C864 R01 T08:35
06/18/92

THIS DECLARATION, dated June 15, 1992, by KENNI OWENS
WARD JAMES and REID HEWITT WARD, hereinafter referred to
collectively as the "Declarant".

RECITALS

A. The Declarant is the owner of a tract of land in the
Third Election District of Calvert County, Maryland, containing
122.14 acres, more or less; said tract (hereinafter referred to as
the "Entire Tract") being more particularly described in a Deed
from Dorothy Owens Jones Ward to Reid Hewitt Ward and Kenni Owens
Ward James dated March 18, 1991, and recorded in Liber ABE No.
552, folio 560, one of the Land Records of Calvert County,
Maryland.

B. The Declarant intends to subdivide and develop all
or portions of said Entire Tract into one or more residential
subdivisions which, collectively, shall be known as "Old Hundred
Subdivision". That portion of the Entire Tract which has already
been so subdivided and is intended to be bound by and subject to
this Declaration (hereinafter referred to as the "Property") is
shown, described and depicted on a plat entitled "Plat One - Old
Hundred" which is recorded in Liber ABE No. 4, folio 12, one of
the Land Records of Calvert County, Maryland.

C. Although the Declarant shall have the absolute right
to subdivide other areas of the Entire Tract, from time to time as
hereinafter provided, and to incorporate such other subdivided
areas into the Old Hundred Subdivision, it shall be under no
obligation to do so.

D. The Declarant desires to subject the Property, and
the residential building sites located therein (the "Lots"), to
the covenants, conditions and restrictions set forth below which
are for the purpose of protecting the value and desirability of
the Property and the Lots, and are for the purpose of distributing
among the Lot Owners the cost of maintaining and operating the
Common Areas located within the Property, and any improvements
constructed thereon.

ARTICLE I

DEFINITIONS

A. "Association" means Old Hundred Homeowners Association, Inc.

B. "Common Area" or "Common Areas" refers to those areas of land designated on the Record Plats of Old Hundred Subdivision as "Recreation Area", "Common Area" or "Open Space" and intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the Lots. "Common Areas" may be added to and incorporated in the Old Hundred Subdivision, from time to time, in accordance with Article II of this Declaration. The Property initially has no Common Areas.

C. "Declarant" means KENNI OWENS WARD JAMES and REID HEWITT WARD and any successors or assigns of them to whom they shall convey or otherwise transfer all of their rights, title and interest in the Property then owned by them, and/or to whom they shall expressly transfer, and assign all of their right, title and interest under this Declaration, or any amendment or supplement hereto.

D. "Lot" or "Lots" refers to any residential estate site or building lot (shown on the Record Plats of Old Hundred Subdivision), or portions thereof, on which a residential dwelling may be erected in conformance with the provisions of this Declaration.

The total number of Lots in the Old Hundred Subdivision may be increased from time to time pursuant to Article II of this Declaration.

E. "Old Hundred Subdivision" refers to those portions of the Entire Tract which have been or may in the future be subdivided into one or more residential subdivisions, each of which has been properly subjected to this Declaration pursuant to Article II hereof, and is shown on a subdivision plat which has been recorded among the Plat Records of Calvert County, Maryland. Such subdivision plats may include Common Areas, Lots, Streets and other amenities.

F. "Owner" or "Owners" refers to the person or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Owner", shall not mean any contract purchaser, or the owner of any redeemable ground rent reversion issuing out of any Lot, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation. The total

number of Owners may be increased from time to time pursuant to Article II of this Declaration.

G. "Property" means all of the land which is shown on the Record Plats of Old Hundred Subdivision, from time to time, and intended to be subject to this Declaration. Initially, the term "Property" refers to that area of the Entire Tract which is described in paragraph B of the Recitals to this Declaration.

H. "Record Plats of Old Hundred Subdivision" or "Subdivision Plats" means and refers to any subdivision plat of any portion of the Entire Tract which has: (1) been properly recorded among the Plat Records of Calvert County, Maryland, and (2) been subjected to this Declaration and incorporated as part of the Old Hundred Subdivision pursuant to Article II of this Declaration. Record Plats of Old Hundred Subdivision may include, among other things, Common Areas, Lots, Streets and other amenities. Initially, the term "Record Plats of Old Hundred Subdivision" refers to that subdivision plat described in paragraph B of the Recitals to this Declaration.

I. "Street" or "Streets" refers to any street, roadway, alley, walkway, path or easement on or adjacent to the Property which is intended: (1) to be conveyed to the Board of County Commissioners of Calvert County, Maryland as a public roadway, or (2) for the use and enjoyment of the Association or the Owners.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section I

All of the Property which is shown on the Record Plats of Old Hundred Subdivision shall be held, occupied, transferred, sold and conveyed subject to this Declaration. The Property which is initially subject to this Declaration is specifically described in paragraph B of the Recitals to this Declaration.

Section II

Additional lands ("Property") may be subjected to this Declaration and incorporated in the Old Hundred Subdivision in the following manner:

A. The Declarant, its successors and assigns, shall have the absolute right, for a period of twenty (20) years from the date of this Declaration, to subject to the operation and effect of this Declaration, and to incorporate as part of the Old Hundred Subdivision, additional portions of the Entire Tract as more particularly described in paragraph A of the Recitals to this Declaration.

The additions authorized under this, Section II A, shall be made by recording among the Land Records of Calvert

County, Maryland, a supplement or amendment to this Declaration, which needs to be executed only by the Declarant and the owner of such additional land (if the Declarant is not the owner thereof); which supplemental or amended Declaration shall describe the additional land to be annexed and state that it shall be subject to this Declaration. The additions authorized by this, Section II A, shall not require the approval of the Association or any Owner.

B. Upon the written approval of the Association after the Association has obtained the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken, the owner of any land who desires to subject such land to the operation and effect of this Declaration may do so by recording among the aforesaid Land Records a supplement or amendment to this Declaration describing the additional land to be annexed and stating that it is subject to this Declaration.

C. Any such supplement or amendment to this Declaration, as provided in paragraphs A and B above, may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary or appropriate to reflect the different character, if any, of the added Property, provided that they are not inconsistent with this Declaration. In no event shall any supplement or amendment to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to such supplement or amendment.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section I

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot.

Section II

The Association shall have two classes of voting membership:

Class A. Except for the Declarant (which shall initially be a Class B member), the Class A members shall be all of the Owners of the Lots. Each Class A member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

The vote of any Class A member comprised of two or more persons, or other legal entities, or any combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

The Class B membership in the Association shall cease and be converted to a Class A membership in the Association on the fifteenth anniversary of the date of this Declaration or at such earlier time as: (a) a Common Area has been conveyed to the Association pursuant to Article IV of this Declaration, and (b) the total number of votes entitled to be cast by the 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.

ARTICLE IV

COMMON AREAS

Section I

The Declarant shall grant and convey all Common Areas to the Association, and the latter shall take and accept same from the Declarant as they are added to Old Hundred Subdivision pursuant to Article II of this Declaration. Such conveyance of the Common Areas shall be accomplished by the Declarant within ninety (90) days after the formal annexation thereof as part of the Property has occurred and the supplemental or amended Declaration has been recorded pursuant to Article II hereof.

The Association shall hold all Common Areas conveyed to it subject to the following:

(a) The reservation, to the Declarant, its successors and assigns, to the beds, in fee, of all Streets shown on the Subdivision Plats which include any part of the Common Areas so conveyed.

(b) The reservation to the Declarant, its successors and assigns, of the right to lay, install, construct and maintain, on, over, under or in any portion of any Common Area, pipes, drains, main conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, 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.

(c) The reservation to the Declarant, its successors and assigns, of the right to enter upon any Common Area conveyed to the Association for the purpose of constructing or completing

the construction of improvements on and the landscaping of the Common Areas.

(d) The reservation to the Declarant, its successors and assigns, of the right to continue to use and maintain indefinitely any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

Section II

The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs or other seating facilities, community signs, fences and walls, walkways, roadways and playground equipment; and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained thereon for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

Section III

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

Section IV

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

Section V

The right of each Owner to use the Common Areas shall be subject to the terms, conditions and provisions as set forth in this Declaration and, 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. All such terms, conditions, provisions, rules and regulations 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 Owner, or any other person, violating or attempting to violate the same, either by an action at law for

damages or a suit to enjoin the breach or violation, or to enforce the performance of any term, condition, provision, rule or regulation. The Association and the Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and the expense of the Owner.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

Section I

The Declarant shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of the Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner shall hold his Lot subject to the following:

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to each Lot. The right to the use and enjoyment of the Common Areas shall be subject to: (i) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

Section II

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

Section III

Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to the 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. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

Section IV

The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by three-fourths (3/4) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VI

COVENANT FOR ASSESSMENT

Section I

The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements; such annual and special assessments and charges to be established and collected as hereinafter provided. The Annual and special assessments or charges, together with interest at the rate of twelve percent (12%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorneys' fees, shall be a charge on, and a continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of twelve percent (12%) per annum accruing as aforesaid, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

Section II

The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon.

Section III

Until December 31st of the year in which the first Common Area is conveyed to the Association, the annual assessment shall be \$25.00 per Lot. Commencing on January 1st of the calendar year following the date on which the first Common Area is conveyed to the Association, the annual assessment shall be \$100.00 per Lot, which amount shall be the maximum assessment for that calendar year. Thereafter, the maximum permissible annual assessment shall increase each year by five percent (5%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the five percent (5%) 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 called for such purpose.

The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable for that year without the necessity of a vote of the membership of the Association.

Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which the Declarant is the Owner on January 1st of the year to which the assessment pertains, shall equal fifteen percent (15%) of the annual assessment or charge made or levied against any other Lot on the Property, it being intended that the Declarant shall not pay more than fifteen percent (15%) of the per-Lot annual assessment established by the Association under this section.

Section IV

In addition to the annual assessments authorized above, but only after the date on which the first Common Area is conveyed to the Association, the Board of Directors of the Association may levy in any 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 any Common Area, including fixtures and personal property related thereto, 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 called for such purpose.

Section V

Except as provided for in Section III of this Article, annual assessments must be fixed at a uniform rate for all Lots.

Section VI

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections III or IV of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At such meeting, the presence of members, or of proxies, entitled to cast seventy-five (75%) percent of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum.

Section VII

The annual assessments shall commence on the first day of the first calendar year following the conveyance of a Lot to an Owner. The first annual assessment shall be made for the entire calendar year and shall become due and payable on the date fixed for the commencement thereof.

The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year.

The due date for any special assessment levied under Section IV shall be fixed in the resolution authorizing the special assessment, provided, however, that such due date shall be at least 45 days after the date of such resolution.

Section VIII

The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least forty-five (45) days in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall, by accepting title thereto, be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an assessment on the due date thereof.

Section IX

The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust 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 only extinguish the lien of such assessments as to payment which become due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments which thereafter become due, nor from the lien of any such subsequent assessments.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE VII

REPAIR, MAINTENANCE AND USE OF LOTS

Section I

The Lots and any buildings or structures now or hereafter erected on a Lot shall be occupied and used for residential purposes only and shall not, under any circumstances, be used for commercial or manufacturing purposes of any kind. The storage and/or repair of automobiles and other types of motor vehicles on a Lot is strictly prohibited, with the exception of automobiles and motor vehicles which are actually owned and operated by the Owner or any lawful occupant of the Lot.

Section II

No house, building, garage, shed, fence, retaining wall, driveway or other structure of any kind (collectively called "Structure") shall be commenced, erected or maintained on any Lot until the plans and specifications showing the nature, kind, shape, height and proposed location of the Structure shall have been submitted to and approved in writing by the Declarant. The Declarant shall consider all applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, in the Declarant's sole discretion, will insure conformity and harmony in exterior design and appearance in and about the Property, based upon the following factors, among others: the quality of workmanship; nature and durability of materials; harmony of exterior design with existing Structures; changes in topography, grade elevations and/or drainage; factors of public health and safety; the effect of the proposed Structure on the use, enjoyment and value of other neighboring properties; and the suitability of the proposed Structure taking into account the general aesthetic values of the surrounding area. Plans and specifications may be disapproved by the Declarant, in its sole discretion, even for purely aesthetic reasons.

(a) No main residential Structure shall be permitted on any Lot, the habitable floor areas of which, exclusive of basements, porches, patios, breezeways and garages, is less than 1,500 square feet in the case of a single-story residential Structure or 1,800 square feet in the case of all other types of residential Structures. The foregoing minimum living space requirements may be waived and/or altered by the Declarant from time to time and in specific instances if, in the Declarant's sole discretion, a proposed residential Structure shall have sufficient compensating qualities of design, construction, finish and cost to maintain a superior standard of construction throughout the Property. Under no circumstances, however, shall modular or pre-assembled residential Structures be permitted on any Lot. No fence or wall of any kind shall be erected or maintained on any Lot until the proposed location thereof and type of materials to be used have been approved in writing by the Declarant.

(b) Garages shall be permitted on the Lots only as an accessory to a main residential Structure and only if such garages are of a private nature and designed to accommodate no more than three (3) automobiles. All such garages shall be attached to the main residential Structure and shall be so situated on the Lots so that they do not face the front of the main residential Structure; it being expressly understood, however, that this specific restriction may be waived on a selective basis by the Declarant should circumstances, in the Declarant's sole discretion, warrant such a waiver.

(c) Every Structure which has been approved by the Declarant for erection or placement on a Lot must be completed within one (1) year of the date on which the construction thereof commenced.

Section III

No Structure of a temporary character, and no trailer, basement, tent, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. A temporary Structure may be utilized in connection with the construction of a permanent Structure on a Lot; provided, however, that such temporary Structure shall be removed from the Lot when its construction function is completed. Under no circumstances shall any type of temporary Structure remain on a Lot for more than six (6) months. No Structure designed for the purpose of maintaining or housing animals (with the exception of fences), shall be located within fifty (50') feet of any property line.

Section IV

No boats, trailers or recreational vehicles shall be regularly parked or stored on any subdivision Street, or on any Lot except in a garage or completely screened from the view of Streets and neighboring properties. Unlicensed motor vehicles shall not be permitted to be stored on any Lot, the Common Areas or any of the Streets at any time.

Section V

No advertising or display signs of any character shall be placed or maintained on any Lot, on any Structure or on any part of the Property except with the prior written consent of the Declarant. Modest "For Sale" post signs and name signs (not exceeding 2' x 3' in size) shall be exempt from this restriction.

Section VI

No damming or obstructing of any streams, branches, ponds or other waterways shall be permitted on any Lot or on any part of the Property except with the prior written consent of the Declarant.

Section VII

The Declarant expressly reserves the right to ban absolutely, or restrict in any manner whatsoever, the use of motorcycles, motorscooters, motorbikes, minibikes, go-carts and other similar types of motor-powered vehicles upon the Lots, the Common Areas and any part of the Property.

Section VII

Domestic household pets may be kept and maintained on the Lots or in Structures erected thereon, 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. All such domestic animals shall be leashed or under direct adult control when not actually on the Lot where they are normally kept. No livestock or horses may be kept, maintained or bred on any Lot.

Section IX

Each Lot and all of the Structures thereon shall be kept in good order and repair, free of debris and maintained in a manner and with such frequency as is consistent with good property management. All trash, garbage and refuse shall be stored in properly covered receptacles suitably screened from the view of Streets and neighboring properties. All exterior clotheslines shall also be suitably screened from the view of Streets and neighboring properties. All exterior fuel or other storage containers on any Lot must be buried beneath the ground or otherwise screened from the view of Streets and neighboring properties. The discharge of firearms of any type is strictly prohibited on any Lot or any portion of the Property for any reason whatsoever.

Section X

No nuisance shall be maintained, allowed or permitted on any Lot or any part of the Property, and no use shall be made of any Lot or permitted thereon which may be noxious or detrimental to health, or cause annoyance to neighboring property owners.

Section XI

No television and/or other communication antennas, regardless of type or model, shall be allowed to extend to a height beyond ten (10') feet above the highest roofline of the residential Structure on which it is erected. No freestanding antennas or satellite dishes shall be permitted on any Lot.

Section XII

Grass and weed growth on all Lots shall not be permitted to exceed twelve (12") inches in height at any time and all Lots shall be maintained in a neat and orderly condition at all times. In the event that an Owner fails to comply fully with this requirement, the Declarant shall have the absolute right to enter upon the particular Lot for the purpose of cutting weeds and grass thereon; the cost of which service shall be paid by the defaulting Owner. The Owner of each Lot shall also be responsible for the proper maintenance of any areas between the hard surface of any adjacent Streets and his respective boundary lines.

Section XIII

An easement for public utility purposes is reserved by the Declarant, its successors and assigns, over a ten foot (10') wide strip of land around the perimeter of each Lot.

ARTICLE VIII

GENERAL PROVISIONS

Section I

Invalidation of any one of these covenants or restrictions by judgment or Court order shall not affect any other provisions which shall remain in full force and effect.

Section II

The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years unless, prior to the expiration of the then-current term, a written instrument shall be executed by the then Owners of seventy-five (75%) of the Lots stating that this Declaration shall expire at the end of the then-current term. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots. Any such amendment must be recorded among the Land Records of Calvert County, Maryland.

Section III

The foregoing covenants, conditions and restrictions shall run with and bind the Property and shall be enforceable by the Declarant (its successors and assigns) by the Association, and by the owners of all or any portion of the Property. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Declarant by this Declaration may be assigned or transferred by the Declarant to the Association, with or without the consent of the Association, at any time after any Common Area has been conveyed to the Association in accordance with Article IV, Section I of this Declaration. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Calvert County, Maryland, and upon the proper recordation thereof the Association shall thereafter have the absolute right and authority to exercise and perform all of the rights and powers so assigned and/or transferred by the Declarant and the Declarant shall thereafter be relieved of all liability with respect thereto. In the event that the Declarant's right and authority to enforce the covenants and restrictions enumerated in Article VII of this Declaration is assigned to the Association, such right and authority shall be exercised by the Association through a control committee created for such purpose, which control committee shall be composed of no less than three (3) of its members.

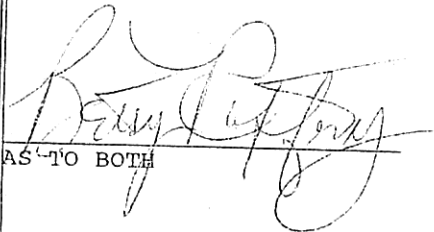
Section IV

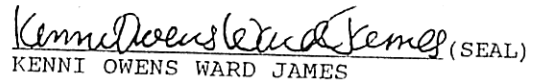
Any act or action to be performed (including actions involving authorizations and/or approvals) by the Declarant under or pursuant to this Declaration, whether or not discretionary on the part of the Declarant, shall be done and accomplished when performed by any one of the two individuals who collectively comprise the Declarant as described in Article I hereof.


WITNESS the hands and seals of the parties hereto on the day hereinabove first written.

WITNESSETH:

DECLARANT:


AS TO BOTH

 (SEAL)
KENNI OWENS WARD JAMES

 (SEAL)
REID HEWITT WARD

STATE OF ILLINOIS, COUNTY OF CHAMPAIGN, to-wit:

I HEREBY CERTIFY, that on this 8th day of June, 1992, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared KENNI OWENS WARD JAMES, the

Declarant, who acknowledged the foregoing Declaration to be her act and deed and in my presence signed same.

WITNESS, my hand and Notarial Seal.

OFFICIAL SEAL
TERRY D. HAMRICK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11-19-94

Terry D. Hamrick
Notary Public

STATE OF MARYLAND, COUNTY OF Anne Arundel to-wit:

I HEREBY CERTIFY, that on this 15 day of June, 1992, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared REID HEWITT WARD, the Declarant, who acknowledged the foregoing Declaration to be his act and deed and in my presence signed same.

WITNESS, my hand and Notarial Seal.

My Commission Expires:
5-1-93

Reid M. Hewitt
Notary Public

