

DOC. NO. 314377

LIBER 1210 FOLIO 716

RECEIVED
CLERK, CIRCUIT COURT

2004 FEB 12 PM 1:26

QUEEN ANNE'S COUNTY

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLOW BRANCH FARMS, LLC

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 11th day of February, 2004, by WILLOW BRANCH FARMS, LLC, hereinafter referred to as the "Declarant".

RECITALS

The Declarant is the owner of certain lands which are situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland. The Declarant became the owner of this property, together with other adjacent lands, by virtue of a Deed from S&L Properties Company, a/k/a S&L Properties Company Limited Partnership, dated November 27, 2000, and recorded among the Land Records of Queen Anne's County in Liber SM No. 767, folio 371.

The Declarant has subdivided a portion of the afore-described lands into fifteen (15) residential lots to be known collectively as Willow Branch, as set forth on a plat entitled "Major Subdivision of Willow Branch", recorded in the Plat Records for Queen Anne's County in Plat Book 32, folio 85A-H. The Declarant desires to subject the fifteen (15) lots namely, Lots 2 through 16 inclusive, to the following covenants, conditions and restrictions in order to provide for the preservation and enhancement of the property values and to regulate and restrict the building structures, improvements, activities and conduct so as to contribute to the personal and general health, safety and welfare of the community.

NOW, THEREFORE, the Declarant does hereby declare that Lots 2 through 16, within Willow Branch, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting their value and desirability, and which shall run with said land and be binding on all parties having any right, title or interest therein or any part thereof, their personal representatives,

IMP FD SURE \$ 20.00
RECORDING FEE 75.00
TOTAL 95.00
Res# 0001 Rcpt # 53007
SM DND BLK # 1415
Feb 12, 2004 01:28 PM

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 1210, p. 0716, MSA_CE58_1384. Date available 09/09/2004. Printed 09/19/2022.

LAW OFFICES
PRICE & PRICE, L.L.C.
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND
758-1660

successors and assigns, and shall inure to the benefit of each owner thereof.

The Declarant hereby declares that the Lots shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below.

ARTICLE I
DEFINITIONS

1. **Accessory Structure** means and refers to any building or structure subordinate to the principal residential dwelling located on the lot and serving a purpose incidental to the residential use of said main dwelling.

2. **Association** means any association, board, council, or other administrative body or organization of lot owners who shall be a successor in interest to the Declarant.

3. **County Commissioners** means the County Commissioners of Queen Anne's County, Maryland, as now established, and any other legislative and/or executive authority hereinafter authorized to approve and adopt a zoning ordinance.

4. **Covenants** means any provision of this Declaration.

5. **Declarant** refers to Willow Branch Farms, Inc. and its successors and/or assigns.

6. **Large Lots** means one of the lots or parcels designated as Lots 2 through 8 inclusive on the plat and future large lots subjected to this Declaration by Declarant.

7. **Small Lots** means one of the lots or parcels designated as lots 9 through 16 inclusive on the plat and future small lots subjected to this Declaration by Declarant.

8. **Lot Owner** means the person(s) shown by the Land Records of Queen Anne's County to own fee simple title to a large lot or small lot at the time when the identity of a lot owner is to be determined for purposes of applying any provisions of these covenants. "Lot Owner" does not include a mortgagee, trustee, or

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 1210, p. 0717, MSA_CE58_1384. Date available 09/09/2004. Printed 09/19/2022.

LAW OFFICES
PRICE & PRICE, L.L.C.
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND
758-1660

beneficiary under a deed of trust or other person who holds a lien or other security interest on a lot.

9. **Plat** means the plat of the subdivision prepared by McCrone, Inc., dated September, 2001, entitled "Major Subdivision of Willow Branch", and recorded among the Plat Records of Queen Anne's County, Maryland, in Plat Book Liber 32, folio 85A-H.

10. **Zoning Ordinance** means (1) any zoning ordinance in effect in Queen Anne's County, Maryland, on the date of this instrument, and any amendments to that ordinance and (2) any ordinance or law hereinafter adopted by the County Commissioners under the authority of Article 66(b) of the Annotated Code of Maryland (or any amendments to that article) or under the authority of any law or constitutional provision by which the County Commissioners are authorized to regulate the use of land throughout Queen Anne's County, Maryland, to the extent provided under the present provisions of Article 66(b).

11. **Open Space** means all or any portion of undeveloped land which Declarant may retain, subdivide into additional lots or lease or convey to the Association at any time in the future as shown on the Plat and designated as "Lot 1 Open Space Area = 86.515 AC. +".

ARTICLE II

GENERAL LOT RESTRICTIONS, LOTS 2-16

1. **Home Occupation.** Notwithstanding the provision of Article II, Section 1, a home occupation may be permitted with written approval of the "Declarant", provided not more than one employee not residing on the lot shall be allowed.

2. **Vehicles.** Junk vehicle(s), unlicensed, or inoperable motor vehicle(s), and commercial vehicle(s) shall not be kept upon a lot unless stored or parked within garages or other permitted structures. No trailers, commercial vehicles such as a tractor trailer(s) or motor vehicles of any kind shall regularly park upon any of the public streets or lots. Boats, trailer(s), camper(s), and farm tractor(s) or similar machinery or equipment shall only be permitted to be stored on the property if stored no closer to the public road than the rear of the residence on the lot. However, no

LIBER 1210 FOLIO 719

boat larger than 30' shall be allowed to be stored on any lot.

3. **Signs.** No signs shall be permitted on any lots in the subdivision except a temporary real estate sign not exceeding four (4) square feet in area which may be erected upon any lot being offered for sale. All such temporary real estate signs shall be removed promptly following the sale of such lot. In addition to temporary real estate signs, private property identification signs shall be permitted, provided they shall not exceed four (4) square feet in area.

4. **Re-subdivision.** Lots 2-16 inclusive shall not be re-subdivided so as to create any new additional lots. Re-subdivision shall only be permitted for minor lot line adjustments which do not result in a decrease of any lot's acreage of more than ten (10) percent. Any re-subdivision shall only be permitted with the written consent of the Declarant. Declarant may re-subdivide all or any portion of the Open Space as it shall determine from time to time.

5. **Trash.** No burning of trash shall be permitted on any lot. All trash or other refuse is to be disposed of by being picked up and carried away on a regular and reoccurring basis and containers may be placed in the open on the day that a pickup is to be made. At all other times such containers shall be stored in such a manner so that they cannot be seen.

6. **Temporary Structures.** No temporary structures shall be made other than a construction trailer which may be maintained on the property during the period of construction. The period of construction shall not exceed twelve (12) months.

7. **Satellite Dishes.** No satellite dishes exceeding 36" in diameter shall be permitted.

8. **Aboveground pools.** No aboveground pools shall only be allowed on any lot.

9. **Propane Tanks.** No aboveground propane tanks shall be allowed.

10. **Material Storage.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on

any lot unless inside an approved structure, except that building materials used during the course of construction of any improved dwelling or other permitted structure may be stored outside during the construction period only.

11. **Aboveground Poles or Wires.** No poles or wires for the transmission of electricity, telephone or the like shall be placed or maintained above the surface of the ground on any lot.

12. **High Frequency Radio or Other Transmissions.** Lot owners shall be prohibited from maintaining any high frequency radio or other transmission towers which interfere with any radio or television reception on lots within this subdivision.

13. **Noxious or Offensive Trade or Activity.** Noxious or offensive trade or activity shall not be carried on or upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other owners.

ARTICLE III

SPECIFIC LARGE LOT RESTRICTIONS

1. No principal or accessory structure shall be located less than 200' from any lot line without consent of Declarant.

2. In addition to the accessory structures permitted in Article V Section 3b, an additional footprint of 3000 sq. ft. of outbuildings, none of which may exceed 1 ½ story in height, shall be permitted to be constructed on a large lot.

3. No commercial animal operations of any kind, including but not limited to dog kennels, poultry, swine, etc. shall be permitted, and no more than a total of 12 farm animals, (limited to a max of 2 pigs) shall be permitted on any lot. Farm animals include but are not limited to: Horses, cow, swine, chickens, geese, ducks, goats, sheep, etc. Domestic animals are limited to dogs, cats and are not limited in number.

4. No vehicles with more than 6 tires, no tandem axles trucks, and no tractor trailers may be parked or stored on any lot.

ARTICLE IV

SPECIFIC SMALL LOT RESTRICTIONS

1. **Residential Use.** All lots shall be used solely for residential purposes and only one-single family dwelling shall be erected on each lot which shall be used solely as a private single family residence.

2. **Animals.** The maintenance, keeping, boarding, or raising of animals, livestock or poultry of any kind, regardless of number, is prohibited on any lot or within any dwelling, except that this provision shall not prohibit the keeping of dogs, cats or customary household animals, provided they are not kept, bred or maintained for commercial purposes and provided further, that such animals are not a source of annoyance or nuisance to the neighborhood or other lot owners and do not roam at large. No fowl, chickens, or swine shall be permitted to be raised, or kept on the Open Space, or on any Lot, at any time.

3. **Fencing.** No fence shall exceed four feet in height and fencing may only be located in the rear yard of the lot and shall be erected inside of the building restriction lines on the lot. No chain link or wire fencing shall be allowed and no fence shall exceed four feet in height.

ARTICLE V

BUILDING RESTRICTIONS

1. **Minimum Setbacks.** All improvements including accessory structures must comply with the building restriction lines set forth on the recorded plat. The Declarant shall have the authority to require setbacks in excess of the minimum requirements set forth on the plat to maintain harmony of development within the subdivision. It is the intent of this Declaration that the Declarant shall have power and authority to regulate the location of homes so as to provide alignment with the adjoining homes thereby minimizing the interference with vistas.

2. **Approval of Building and Landscape Plans.**

(a) No dwelling, building or other structure, accessory

structure, fence, swimming pool, tennis court, awning, patio cover, patio, balcony, porch, driveway or other improvement or structure shall be commenced, constructed, placed, moved, altered, or removed upon any lot nor shall any other exterior addition or other alteration thereon be made until the complete plans and specifications showing the location, setbacks, nature, shape, height, color, material, type of construction, and other proposed form of change shall be been submitted to and approved, in writing, by the Declarant as to the safety, harmony of external design, color and location in relation to surrounding structures in topography and conforming with the purposes and intent of this Declaration.

(b) Upon approval by the Declarant, any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Declarant and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

(c) Construction or alteration in accordance with plans and specifications approved by the Declarant pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Declarant and shall be substantially completed within twelve (12) months following the date of commencement, or such other period as said Declarant shall specify in its final approval, which shall not be less than twelve (12) months nor more than eighteen (18) months, provided, however, the time for completion shall be extended commensurate with the period of interruption or construction caused by war, acts of God, or the public enemy, acts of government, fires, floods, epidemics, quarantine, restrictions, strikes, lockouts, labor disputes, or other matters beyond the control of the owner. In the event the construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Declarant shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

(d) There shall be no material deviation from the plans and specifications approved by the Declarant without the prior consent, in writing, of the Declarant.

(e) No prefabricated housing shall be permitted.

3. **Accessory Structures.** In addition to the other provisions of this Declaration of Covenants, Conditions and Restrictions all accessory structures shall be subject to the following provisions:

(a) All accessory structures shall be of a similar architectural style and compatible with the principal dwelling.

(b) There shall be allowed one accessory structure, for storage use only, having a maximum footprint of nine hundred (900) square feet and being no taller than 25 feet, with a minimum roof pitch of 9/12 and one shed having a maximum footprint of one hundred twenty (120) square feet and being no taller than 1 story in height.

4. **Specific Material or Structural Requirements.** The following specific material and structural requirements are applicable to the principal dwelling and all aboveground accessory structures.

(a) No exposed block shall be permitted. Any concrete block above finish grade must be stuccoed or paraged.

(b) All roofs must be of a minimum pitch of not less than 9/12, and all roof shingles must be an architectural shingle or wood shingle or one of similar quality.

(c) All exposed wood must be either painted or stained.

(d) Aluminum siding may be permitted, however, the Declarant reserves the right, in its absolute discretion, to limit the colors which may be used. Whenever aluminum or other non-wood siding is used, full height corner boards or posts must be used and a "J" channel or similar molding must be used at all openings, concealing all siding ends.

ARTICLE VI

LANDSCAPE REQUIREMENTS

General Character and Maintenance. Landscaping is considered to be an essential feature of lot improvement inasmuch as it has a

LIBER 1210 FOLIO 724

direct and important impact on the aesthetic quality of the community and resulting property values.

All landscapes must be adequately maintained. It shall also be the obligation of each lot owner to maintain the grass portion of his lot and the grass between his lot and the paved portion of the County Road in a clean and neat condition, including but not limited to, the requirement for cutting on a regular and periodic basis. Grass shall not exceed six (6) inches in height. On large lots all areas not in grass shall be maintained in a neat condition.

ARTICLE VII

RESERVATION OF EASEMENT FOR UTILITIES

1. **Easement for Utilities.** Easements and rights of way are hereby expressly reserved upon, in and over strips of land ten (10) feet in width along the road lines and interior lines of all parcels for the purpose of erecting, constructing and maintaining poles, wires and conduits with the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone service and other public utilities or services. The Declarant, its successors or assigns, or its nominee, shall have the right to enter upon said reserve strips of land for any of the purposes for which said easements and rights are reserved to remove, prune or trim any tree or shrub on any lot interfering with the construction or maintenance of electric or telephone lines or other utility service.

ARTICLE VIII

OPEN SPACE LANDS

1. **Private Ownership of Open Space Lands.** The open space lands surrounding the fifteen (15) residential lots are to be retained by Declarant for its future use, subdivision, development and possible dedication to the Association. These lands are subject to open space restrictions imposed by Queen Anne's County as may be amended from time to time. The open space lands are not community lands and the owners of Lots 2 through 16 do not have any rights of ownership and/or easements in and to the adjoining open

space lands, nor do they have responsibility for the upkeep and maintenance of said lands unless and until the Declarant conveys all or a portion of them to the Association. Declarant further reserves the right to amend, reconfigure, abolish, subdivide, or develop any additional Lots surrounding the "Lots" in the Open Space.

ARTICLE IX

MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

SECTION 1

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

SECTION 2

The Association shall have one class of voting membership:

Members shall be all of the Lot Owners. Each 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.

The vote of any member comprised of two or more persons, or other legal entities, or any other 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.

ARTICLE X

COMMON AREAS

SECTION 1

The Declarant, in its sole discretion, may grant, convey or lease to the Association, and the latter shall take and accept from

LIBER 1210 FOLIO 726

the Declarant, any portion or part of the Open Space shown on the plat which is subject to this Declaration. At the time of any lease or conveyance the Open Space shall be free of any mortgages, judgment liens, or similar liens or encumbrances.

The Association shall hold the portion of the Open Space conveyed or leased to it subject to the following:

(a) The reservation, to the Declarant, its successors and assigns, of the beds, in fee, of all streets, avenues, and public highways shown on the subdivision plat which includes the Open Space 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 those strips across land designated on the plat, as "Drainage and Utility Easement", "Open Space", and "Area Reserved for Future Road", or otherwise designated as an easement area, or on, over, under, or in any portion of any Open Space, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television lines, 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 plat, or the area in which the same is located, together with the right and privilege of entering upon the Open Space 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 Open Space conveyed or leased to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Open Space.

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

SECTION 2

Any Open Space conveyed or leased to the Association shall be deemed to be property and facilities for the use, benefit, and

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 1210, p. 0726, MSA_CE58_1384. Date available 09/09/2004. Printed 09/19/2022.

LAW OFFICES
PRICE & PRICE, L.L.C.
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND
758-1660

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 Open Space conveyed or leased to the Association 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, fences and walls, walkways, roadways, playground equipment, swimming pools, and tennis courts; and (ii) drainage, storm water, and utility systems and structures. The Open Space 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 Open Space, or for aesthetic reasons. No portion of any Open Space 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 3

No noxious or offensive activity shall be carried on upon any Open Space conveyed or leased to the Association nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

SECTION 4

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore, and maintain any Open Space conveyed or leased to the Association, 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 5

The Association shall maintain all grass areas between the County Roads in Willow Branch Farms, LLC and any Open Space.

SECTION 6

The right of each Owner to use any Open Space shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adapted 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 in equity to enjoin a breach or violation, or to enforce 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 expense of the Owner.

ARTICLE XI

PROPERTY RIGHTS IN THE OPEN SPACE

SECTION 1

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 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 any Open Space conveyed or leased to the Association by the Declarant for the purposes herein designated. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of any Open Space area shall be subject to: (i) the right of the Association to charge reasonable admission and other fees for use of facilities within the Open Space; and (ii) the right of the Association to suspend the voting rights and rights to use the Open Space by an Owner (a) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 1210, p. 0728, MSA_CE58_1384. Date available 09/09/2004. Printed 09/19/2022.

LAW OFFICES
PRICE & PRICE, L.L.C.
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND

758-1000

SECTION 2

Any Owner may delegate, in accordance with Bylaws of the Association, his right to the use and enjoyment of any Open Space, and any facilities thereon, to the members of his family, his tenants, or to contract purchasers who reside on his Lot.

SECTION 3

Each Owner shall fully and faithfully comply with the rules, regulations, and restrictions applicable to use of the Open Space, as these rules, regulations, and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order, and cleanliness of the Open Space. Each Owner shall comply with the covenants, agreements, and restrictions imposed by this Declaration on the use and enjoyment of the Open Space.

SECTION 4

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 Open Space 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 a two-thirds (2/3) vote of each class of member s 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 XII

COVENANT FOR ASSESSMENT

SECTION 1

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 10 percent (10%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of 10 percent (10%) per annum accruing as aforesaid, and costs and reasonable attorney's 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 attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

SECTION 2

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 any Open Space area, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Open Space areas may be levied against all Lots on the Property by the tax collecting Authority so that the same are payable directly by the Owners thereof, in the same manner as real property taxes assessed or assessable against the Lots) and insurance thereon. No assessments or charges levied by the Association shall be used to support or oppose any land use, zoning, or legal matter directly affecting any land other than the Lots subject to this Declaration.

SECTION 3

After December 31, 2004, the annual assessment shall be \$100.00 per Lot which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by fifteen percent (15%) 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 fifteen percent (15%) 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 to 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 twenty-five percent (25%) of the annual assessment or charge made or levied against any other Lot on the Property, it being intended that the Company shall not pay more, or less, than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this section.

SECTION 4

In addition to the annual assessments authorized above, 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 Open Space 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 5

Except as provided in Section 3 of this Article, and in Section 7 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

SECTION 6

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty percent (60%) of all the votes of each class of members entitled to be cast at the

meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7

The annual assessments shall commence on January 1, 2005 and shall be made for the calendar year and shall become due and payable on February 15, 2005. The amount of the assessment for the first year shall be \$100.00.

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 under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least forty-five (45) days after the date of such resolution.

SECTION 8

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 one month 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 ten percent (10%) per annum, and the Association may bring an action of law, pursuant to the Maryland Contract Lien Act, 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 attorney's 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 creation of a lien against his Lot or 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 9

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 payments which became due prior to such sale or transfer.

Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Open Space area or abandonment of his Lot.

ARTICLE XIII

GENERAL PROVISIONS

1. **Enforcement.** The Declarant and any lot owner shall have the right to enforce by any proceedings at law or in equity, all restrictions, conditions, covenants and reservations now or hereinafter opposed by the provisions of this Declaration. Failure by the Declarant or by any lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. **Waiver.** Notwithstanding the provisions of paragraph 1 above, the Declarant, its successors and assigns, hereby reserves the right, in their absolute discretion at any time, to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein as to any lot then owned by the Declarant, and with the consent of the owner as to any other lot.

3. **Successors of Declarant.** Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by instrument, in writing, recorded among the Land Records for Queen Anne's County, Maryland.

The Lots subject to this Declaration may be increased by adding additional lots or parcels of land and filing among the Land Records of Queen Anne's County, supplements to this Declaration, which need only be signed by the Declarant, the owner of the additional land described in the supplement and the holder of any mortgage or similar lien thereon, stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the lots shall be subject to this Declaration unless the provisions of this paragraph are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than the Lots and Open Space shown on the Plat or hereafter developed and subjected to this Declaration in the manner described in this paragraph.

4. **Conveyances Subject to Declarations.** Each conveyance of a Lot, or of any interest in the Lot, by the Declarant, shall be deemed to be subject to this Declaration, whether or not the deed conveying the Lot shall so state.

5. **Amendment and Duration.** The covenants and restrictions of this Declaration shall run with and bind the Property for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) 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 thirty (30)-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 percent (75%) of the Lots. Any amendment must be recorded among the Land Records of the jurisdiction referred to in the Recitals to this Declaration. Anything set forth in Paragraph 2 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power, and authority to modify, revise, amend, or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented.

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 1210, p. 0734, MSA_CE58_1384. Date available 09/09/2004. Printed 09/19/2022.

LAW OFFICES
PRICE & PRICE, L.L.C.
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND
758-1000

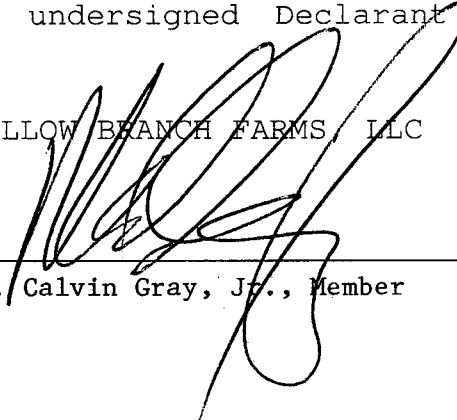
6. **Severability.** In case any one or more of the covenants or restrictions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect by judgment, decree or order, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal or unenforceable covenant or restriction had never been contained herein.

IN WITNESS WHEREOF, the undersigned Declarant has duly executed this Declaration.

WITNESS:

WILLOW BRANCH FARMS, LLC

Doreen Stevens



W. Calvin Gray, Jr., Member {SEAL}

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 1210, p. 0735, MSA_CE58_1384. Date available 09/09/2004. Printed 09/19/2022.

LAW OFFICES
PRICE & PRICE, L.L.C.
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND
758-1600

real-est\OpenSpaceCov\Willow Branch\Covenants.2004\211104