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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GREENWOOD**

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QUEEN ANNE'S COUNTY

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 25 day of January, 2001, by **SHORE DEVELOPERS, LLC**, a Maryland limited liability company, hereinafter referred to as the "Declarant".

**EXPLANATORY STATEMENT**

The Declarant is the owner of all those lands situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, and as more particularly described on the plats defined in Article I, Section 11, below.

The Declarant has subdivided a portion of the aforescribed lands into 120 residential lots to be known collectively as "Greenwood". The Declarant desires to subject Lots 1 through 120, inclusive, of the subdivision known as Greenwood 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 1 through 120, inclusive, within the subdivision to be known as Greenwood, being more particularly described below, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with said land and be binding on all parties having any right, title or interest therein or any part thereof, their personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

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**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. **"Assessments"** means any monetary contribution levied equally among all lot owners pursuant to Article VI to be utilized for the community purposes stated therein.
3. **"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.

4. **"Common Area(s)"** means the areas of the subdivision which are designated "OPEN SPACE", "COMMUNITY OPEN SPACE / RECREATION AREA" and "BOAT/RV STORAGE AREA".

5. **"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.

6. **"Covenant"** means any provision of this Declaration.

7. **"Declarant"** refers to Shore Developers, LLC, and its successors and/or assigns.

8. **"Lot"** means one of the lots or parcels designated as Lots 1 through 120 on the plat(s). The Declarant also reserves the right to develop additional lots within these lands which shall be subject to these same restrictions, as may be modified.

9. **"Lot Owner"** means the person(s) shown by the Land Records of Queen Anne's County to own fee simple title to a 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 beneficiary under a deed of trust or other person who holds only a lien or other security interest on a lot.

10. **"Open Space"** means undeveloped land required by the Queen Anne's County Zoning Ordinance (or any subsequent amendment thereto) to be restricted to resource protection or recreational uses and designated as "Open Space" on the Plats, and further designated on Plat Sheet 3 of 6 as "PROPOSED LANDSCAPE AREA/OPEN SPACE = 51.371 acres ±"; "OPEN SPACE PROVIDED (NC-20T ZONE) = 0.768 acres ±"; and "OPEN SPACE PROVIDED (CS ZONE) = 1.908 acres ±". Said Open Space containing in the aggregate 54.047 acres ±.

11. **"Plat or Plats"** mean the plats of Phases I, II and III of the subdivision known or to be known as Greenwood, said plat(s) being more particularly described as follows:

Plats for Greenwood will be approved by the Queen Anne's County Planning Commission and recorded among the Plat Records of Queen Anne's County in three (3) phases. Sheet three (3) of a set of seven (7) plats entitled "MAJOR SUBDIVISION OF PHASE I - GREENWOOD", dated January, 2000, by McCrone, Inc. and recorded among the Plat Records of Queen Anne's County, Maryland simultaneous herewith, sets forth and shows Lots 1 through 120, inclusive. The term plat or plats, as used herein, shall refer to all plats in each of the three phases as the same are recorded among said Plat Records with the intent that each of the 120 lots in Greenwood shall be subject to this Declaration of Covenants, Conditions, and Restrictions as the same are approved and recorded.

12. **"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).

## ARTICLE II General Use 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. **Home Occupation.** Notwithstanding the provision of Article II, Section 1, a home occupation may be permitted with written approval of the "Declarant" and provided that the same is permitted by the Queen Anne's County Comprehensive Zoning Ordinance as may be amended from time to time. Such home occupation shall not be permitted to employ any person not living in the dwelling unit.

3. **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.

4. **Vehicles.** Junk vehicle (s) , unlicensed, or inoperable motor vehicle(s), and commercial vehicle(s), boat(s), trailer(s), camper(s), house trailer(s), bus(es), tractor(s) or other similar machinery or equipment of any kind or character shall not be kept upon a lot unless stored or parked within garages or other permitted structures. No trailers, commercial vehicles such as tractor trailer(s), or motor vehicles of any kind shall regularly be parked upon any of the public streets or lots.

5. **Signs.** No commercial or other signs shall be permitted on any lots in the subdivision excepting 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. Signs denoting the residence, street number or name of the owners shall be permitted with the approval of the Declarant.

6. **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.

7. **Temporary Structures.** No temporary structures shall be permitted 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.

8. **Satellite Dishes.** Neither Satellite dishes greater than 24" in diameter nor other transmitting or receiving antennae of any size shall be permitted outside of a dwelling in Greenwood.

9. **Material Storage.** No lumber, metals, bulk materials, refuse, or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of any improved dwelling or other permitted structure.

10. **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.

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

12. **Noxious or Offensive Trade or Activity.** No noxious or offensive trade or activity shall not be carried on or upon any lot, 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. Without limiting the generality of the foregoing, no speaker, horn, whistle, light, bell, amplifier, or other sound device shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other accessory structure except such devices as may be used exclusively for security purposes.

### ARTICLE III Building Restrictions

1. **Minimum Setbacks.** All improvements including accessory structures must comply with the minimum building restriction lines as set forth on the recorded plats.

2. **Minimum Floor Area.** The floor area of any dwelling erected upon any lot, exclusive of basement and attached porches and garages, shall not be less than one thousand three hundred (1,300) square feet for a one-story dwelling, nor less than one thousand five hundred (1,500) square feet for a one and one-half, or two-story dwelling.

3. **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, nature, shape, height, color, material, type of construction, landscaping plan, and other proposed form of change shall have 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) The Declarant shall have the right to refuse to approve any building plan and/or landscaping plan, where material contemplated to be used in the proposed building or improvement, in its sole opinion, is not considered suitable or desirable whether for aesthetic or other reasons.

(c) Upon approval by the Declarant of 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.

(d) 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 months following the date upon which the same are approved by the Declarant and shall be substantially completed within 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 12 months nor more than 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.

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

(f) Upon the completion of any construction or alteration or other improvement in accordance with the plans and specifications approved by the Declarant in accordance with the provisions of this Article, the Declarant shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referred to in such certificate have been approved by the Declarant and constructed or installed in full compliance with the provisions of this Article and with any other provisions or requirements of this Declaration that may be applicable.

4. **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 must be approved as to use by the Declarant, its successors and/or assigns. Such use cannot be changed or modified or extended without additional approval by the Declarant.

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

(c) The floor area of any accessory structure shall not exceed 600 square feet. Notwithstanding the provisions of this Subsection, the Declarant, its successors and/or assigns, specifically reserve the right to further limit the square footage of any such accessory structure which, in Declarant's opinion, may have an adverse impact upon an adjacent property owner.

5. **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) The primary roof section(s) of each principal dwelling must have a minimum pitch of not less than 6/12, and all roof shingles must be an architectural shingle or wood shingle, or one of similar quality. In addition, there must be not less than one turn in the primary roof line, i.e. a gable, dormer or hip roof.

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

(d) Aluminum or vinyl 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.

(e) All residences must have a garage.

(f) The front of each residence shall be improved by shutters or four inch (4") window trim.

(g) Each residence shall be improved by a covered porch having minimum dimensions of four feet (4') x six feet (6').

**ARTICLE IV**  
**Landscape Requirements**

1. **General Character.** Landscaping is considered to be an essential feature of lot improvement inasmuch as it has a direct and important impact on the aesthetic quality of the community and resulting property values. It is for this reason that a detailed landscaping plan is required to be submitted with the initial building plans as provided in Article III, Section 3. Building plans will not be accepted for review unless accompanied by a detailed landscaping plan.

2. **Minimum Requirements.**

(a) **Foundation Planting.** The initial landscape plan must include a minimum of ten (10) shrubs for foundation planting. Such shrubbery need not extend along the entire foundation but may be placed in clustered groupings.

(b) **Maintenance.** All planting set forth on any approved landscape plan must be adequately maintained. It shall also be the obligation of each lot owner to maintain the grass portion of any yard in a clean and neat condition, including but not limited to, the requirement for cutting on a regular and periodic basis. Grass in the yard portion of any lot shall not exceed 6 inches in height.

**ARTICLE V**  
**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 and/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 VI**  
**Property Rights – Common Areas**

1. **Owner's Easements of Enjoyment.** Every owner shall have a right and 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:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational and/or storage facility situated upon the Common Areas,

(b) the right of the Association to suspend the voting rights and right to use of the recreational and/or storage facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) 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 agreeing to such dedication or transfer signed by a majority of the members has been recorded.

2. **Delegation of Use.** Any owner may delegate his right of enjoyment to the common areas and facilities to the members of his family, his guests, or to tenants who reside on the property.

## ARTICLE VII Specific Provisions – Open Space

1. **Area Designated "Open Space".** The Open Space shall consist of "PROPOSED LANDSCAPE AREA/OPEN SPACE = 51.371 acres ±"; "OPEN SPACE PROVIDED (NC-20T ZONE) = 0.768 acres ±"; and "OPEN SPACE PROVIDED (CS ZONE) = 1.908 acres ±" as set forth on the Plats. Said Open Space containing in the aggregate 54.047 acres ±.

2. **Specific Provision Relating to "Open Space" Area.** The Queen Anne's County Zoning Ordinance requires that lands designated "Open Space" be restricted as to use in accordance with its provisions, including any amendments thereto. Provisions of this Declaration relating to Open Space are designed to satisfy these requirements and are not to be construed as covenants or conditions which confer any substantive rights and/or responsibilities on the lot owners except as provided herein.

## ARTICLE VIII Restrictions and Use of Open Space

### 1. **Permitted Uses.**

(a) Except as permitted by subparagraph (b) or as prohibited by subparagraph (c) the open space may be used only for the following purposes:



i. The maintenance and protection of natural resources in the manner and to the extent required by the zoning ordinance,

ii. Except to the extent active recreational activities are permitted in the "Community Open Space/Recreation Area" as set forth on the Plats, only passive recreational uses which involve the maintenance of only negligible impervious surface shall be permitted, such uses including hiking paths and picnic areas.

(b) Subject to the provisions of subparagraph (c) and during any period when a Zoning Ordinance expressly permits a use of open space other than that referred to in subparagraph (a), the owner of the Open Space may authorize such other use of the open space. A use authorized under this subparagraph may be maintained only to the extent and during such period as it is expressly authorized both by a Zoning Ordinance and by the owner of the Open Space.

(c) No provision of subparagraphs (a) and (b) shall be construed to enlarge, limit, supersede or otherwise affect application to the open space area of any Zoning Ordinance or any law, ordinance, rule, or regulations of the Federal government, the State of Maryland, or Queen Anne's County. In case of any conflict between these provisions and any other such law, ordinance, rule or regulations, the more restrictive shall be applicable. Whether or not such is referred to in subparagraph (a), nothing in the paragraph shall be construed to authorize or permit the use of the open space for:

i. Any activity which is not authorized by those provisions of a Zoning Ordinance which relate to the use of open space;

ii. Any activity for which special or conditional use exception or other specific approval is required under a Zoning Ordinance, unless such specific approval is given, or in a manner not authorized by such approval.

## ARTICLE IX

### Nontidal Wetlands and Buffers - Open Space

1. **Specific Provisions Relating to Non Tidal Wetlands and Buffers within the Open Space.** Except as expressly authorized pursuant to any permits or letters of authorization obtained from and issued by the U.S. Army Corps of Engineers and/or Maryland Department of the Environment (or their successors or assigns), neither the Declarant, nor any subsequent owner or owners of the Open Space or any portion thereof, shall undertake or cause to be undertaken any of the following within or upon the nontidal wetland or buffer areas as shown in the Open Space on the Plat(s):

(a) Construct or place buildings, sheds, walkways, road, signs or other structures on or above the ground within the wetland or buffer areas;

(b) Dump or place trash, brush, soil waste, or other fill material within the wetland or buffer areas, or otherwise use the ground within the wetland or buffer areas for disposal of such materials;

(c) Excavate, dredge, or remove loam, peat, gravel, soil, rock or other material substance within the wetland or buffer areas;

(d) Remove or destroy trees, shrubs or other vegetation, or any other material substance within the wetland or buffer areas in violation of Section 404 of the Clean Water Act and/or the applicable provisions of the Maryland Nontidal Wetlands Protection Act;

(e) Engage in any activities on the wetland or buffer areas that would violate any governmental regulation concerning drainage, flood control, water conservation, erosion control, soil control, or fish or wildlife habitat preservation;

(f) Construct or install stormwater management ponds or stormwater management pond outfalls within wetland or wetland buffer areas, Waters of the U.S., or within the 25 feet wide buffer surrounding Waters of the U.S; or

(g) Grade for a yard or level the land surface within wetland or wetland buffer areas.

## ARTICLE X Annual Assessment

1. **Creation of a Lien and Personal Obligation of Assessment.** The Declarant, for each lot, hereby covenants, and each owner of every 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 Declarant, its successors or assigns, an annual assessment which shall be based on a calendar year and established and collected as hereinafter provided. The annual assessment together with interest, costs, and reasonable attorney's fees shall be a charge on, and a continuing lien on, the lot against which each such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the lot owner of such lot at the time when the assessment is due and payable.

2. **Purpose of Annual Assessment.** Each annual assessment shall be used (a) to promote the recreational, health, safety and welfare of the residences, (b) to cover any operating expenses associated with collecting the annual assessment, i.e. management company fees, attorneys fees and court costs, (c) to cover any operating expense associated with reviewing plans or enforcing the restrictive covenants, (c) to maintain any entrance sign and entrance landscaping and (d) for the construction, maintenance and preservation of the Common Areas.

3. **Amount of the Assessment.** The amount of the assessments shall be set annually by the Declarant and/or its successors and assigns. The assessment for the initial year shall not exceed \$200.00. Thereafter, the annual assessment may be increased by not more than five

percent (5%) above the maximum assessment for the previous year without a vote of the membership.

4. **Commencement of Assessments.** Assessments for each lot shall commence upon the transfer of title to any person, corporation or entity other than the Declarant or one or more its members.

## ARTICLE XI Association

1. **Transfer of Declarant's Rights.** Any and all rights, titles, easements and estates given to or reserved by Declarant in this instrument, including all the powers (including discretionary powers), duties and obligations given to, assumed by, or imposed upon Declarant by this instrument may be assigned and transferred, in whole or in part, to one or more persons or entities agreeing to assume, exercise, carry out and perform the same. The Declarant shall, at any time deemed advisable by it, but not later than 90 days after the sale of the last lot by the Declarant, its successors and assigns, (including any lots created as the result of a geographical enlargement of the subdivision), cause any or all of said rights, titles, easements and estates to be conveyed to an association to be formed by the Declarant for the Lot Owners in Greenwood. Each Lot Owner, by acceptance of a deed to a lot in Greenwood, agrees to become a member of such an association and to pay such dues and assessments as may be levied from time to time in accordance with this Declaration or by a majority vote of the association, provided that only Lot Owners in Greenwood, not mortgagees, shall be eligible for membership in said association and, provided further, that each Lot Owner shall be entitled to cast one (1) vote for each lot owned. Any assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee shall join for the purpose of evidencing his, its or their consent to the acceptance and assumption of such powers, duties and obligations, and such assignee or transferee shall thereupon have the same powers and be subject to the same duties and obligations as are herein given to, assumed by or imposed upon Declarant, Declarant thereupon being released therefrom. Any assignment or transfer shall not be effective until recorded among the Land Records of Queen Anne's County, Maryland.

## ARTICLE XII 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 imposed 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. **Acceptance.** Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of Greenwood is and shall be conclusively deemed to have consented and agreed to every restriction and covenant contained herein, whether or not any reference to this Declaration of Restrictions and Covenants is contained in the instrument by

which such person acquired an interest in any lot forming a part of Greenwood and subject to this Declaration.

### 3. **Duration and Amendment.**

a. The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein, or any one (1) or more of them, may be waived, abandoned and terminated, modified, altered or changed, in whole or in part, as to any lot or group of lots, with the written consent of the owners of a majority of the total number of lots in the entire tract, as may be increased from time to time. (The joinder of mortgagees or other holders of a security interest shall not be required.) No such waiver, abandonment, termination, modification, or alteration shall become effective until a proper instrument in writing shall be executed and recorded in the Office of the Clerk of Court, Queen Anne's County, Maryland. Provided, however, that this provision shall have no application so long as the Declarant shall be the owner of any lots, unless Declarant shall evidence its consent to such waiver, abandonment, termination, modification or alteration, by joining in the execution of such instrument in writing. Otherwise, the provisions of this Declaration of Restrictions shall remain in perpetuity.

b. Notwithstanding any provision this Declaration to the contrary, the Declarant reserves the right, without the consent of any lot owner(s) in the subdivision, to waive, abandon and terminate, modify, alter or change, in whole or in part, as to any lot or group of lots the covenants, agreements, conditions, reservations, restrictions, and charges created and established herein, or any one (1) or more of them, if necessary to qualify any lot, group of lots or the subdivision for Federal Housing Administration (FHA) or Veterans Administration (VA) funding, i.e. construction or permanent financing.

### 4. **Reservation.**

a. Declarant reserves the right to grade, change the grade of, or regrade any street, road or lane shown on any recorded plat relating to the land contained in said subdivision; and said Declarant shall have the further right to change the size of, and to locate or relocate any of the lots shown on any recorded plat of the subdivision. Nothing herein shall be construed as prohibiting further subdivision, resubdivision, or lot line adjustment as to any of the lands governed hereby, provided appropriate governmental approval is obtained.

b. Declarant reserves the right to geographically enlarge the subdivision subject to this Declaration thereby increasing the total number of lots beyond the initial 120 lots. If Declarant exercises this right, this Declaration will be amended and recorded as in the case of the original. Once amended, these covenants shall be interpreted as if the "new" lots were a part of the original subdivision.

5. **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.

