

DECLARATION
OF
RESTRICTIVE COVENANTS, CONDITIONS,
MAINTENANCE OBLIGATIONS AND EASEMENTS
THIS DECLARATION OF RESTRICTIVE COVENANTS,

CONDITIONS, MAINTENANCE OBLIGATIONS AND EASEMENTS is made this 23rd day of August, 2005, by BWC DEVELOPMENT I, LLC, a Maryland limited liability company, and BWC DEVELOPMENT II, LLC, a Maryland limited liability company (hereinafter collectively referred to as "Declarant"); OAK CREEK HOMEOWNERS ASSOCIATION, INC., a Maryland non-stock corporation (Hereinafter referred to as the "Association").

WHEREAS, Declarants are the owners of Lots 1-2.6 and 1B-62 (hereinafter referred to collectively as the "Lots" and individually as a "Lot"); Parcels A and B (hereinafter referred to as the "Common Areas"); Parcels C, D and G; Oden Way; Oden Court; Philben Circle, Pondview Court and Monroe Avenue; and Association is the Owner of Parcels H and I, all as shown on those plats entitled "RESUBDIVISION OF PART OF TRACT "D" AND PART OF TRACT "C" PROPERTY OF BWC DEVELOPMENT I, LLC BWC DEVELOPMENT II, LLC PHASE I OAK CREEK (3 Sheets)" which plats are recorded among the Land Records of Carroll County in Plat Book L.W.S. No. 48, Pages 268-270 and "RESUBDIVISION OF PART OF PARCEL "E" (OAK CREEK PHASE I PLAT 3 OF 3) PROPERTY OF BWC DEVELOPMENT 2, LLC PHASE II OAK CREEK (2 Sheets)" which plats are recorded among the Land Records of Carroll County in Plat Book L.W.S. No. 49, Pages 76-77 (collectively the "Record Plats"), being all those parcels of ground granted and conveyed by J. Daniel Phillips to BWC Development I, LLC by Deed dated January 8, 2003 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 3204, Folio 460 and by Bennett Road LLC to BWC Development II, LLC by Deed dated January 8, 2003 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 3204, Folio 468, Parcels H and I having since been conveyed to the Association, said Lots, Common Area, parcels and road parcels shall collectively be referred to as the "Property" (Lot No. 27 is intentionally and expressly exempt from the operation and effect hereof); and

WHEREAS, Declarant or their affiliates own or have an equitable interest in certain lands adjacent to the Property, being that 13.8883-acre tract of land described in a Deed to Oden G. Wilson

and Esther H. Wilson dated September 17, 1983 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 842, Folio 71 and a Deed dated November 3, 1989 and recorded among the Land Records of Carroll County in Liber LW.S. No. 1176, Folio 642, (said lands being collectively referred to herein as the "Additional Property"); and Declarant hereby reserves the ability to annex at some future date all or any portion of the Additional Property to be treated as the part of the Property for all purposes set forth hereunder; and

WHEREAS, the Association is intended to be the eventual Owner, or is the Owner of the Common Area; and

WHEREAS, the parties hereby desire to provide for such customary and incidental covenants, conditions and restrictions as may be necessary and appropriate to preserve the integrity of the community.

NOW, THEREFORE, Declarant hereby declares that the Property, or any portion thereof, shall be held, sold, granted and conveyed subject to the following restrictions, covenants, conditions, maintenance obligations and easements (collectively the "Restrictions") for the purpose of enhancing the value, desirability and attractiveness of the Property. The following restrictions, covenants, conditions, maintenance obligations and easements shall run with the land and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Property, or any part thereof, and their personal representatives, successors and assigns, as hereinafter described:

ARTICLE I

Covenants Run with Land; Enforceability

A. These Restrictions shall run with, bind and inure to the benefit of the land; as defined above, i.e. the Property, and shall run with, bind and inure to the benefit of any building Lot or Lots subdivided or otherwise derived from the Property.

Declarant covenants and agrees that the Property shall be subject to all the terms, provisions and conditions of these Restrictions and that any sale, lease, mortgage, or other dispositions of all or any part thereof shall be subject to these Restrictions. As to any portion of the Property still owned by Declarant, Declarant reserves the right, however, from time to time hereafter to delineate, plat, file amended record plats, grant and reserve streets, roads, sidewalks, ways, walking easements, open space and appurtenances thereto, and easements for drainage and other utilities, as they may deem

necessary or desirable for the development of the Property (and from time to time to change the location of the same) free and clear of these Restrictions, and to dedicate or convey the some for public use or to grant the same to the Board of County Commissioners of Carroll County or to any other appropriate public or quasi-public authority or utility or to continue to hold them for itself.

B. These Restrictions shall not be deemed to run with or bind any other lands of Declarant other than the Property and shall not be deemed to bind the Additional Property unless and until validly expanded in accordance with the terms hereof.

ARTICLE II

Assignability of Declarant's Rights

Declarant may from time to time delegate any or all of its rights, powers, discretion and duties contained in this Declaration to an agent or agents as it may nominate. It may also permanently assign any or all of its rights, powers and duties (including discretionary rights, powers and duties) obligations, title, easements and estates reserved unto Declarant to any one or more corporations associations or persons. These covenants shall be binding upon Declarant, their respective successors and assigns, including those who purchase Lots from them, provided that should Declarant convey its remaining interest in the Property to another developer in bulk for the purpose of continuing the sale and build-out of the Property then all rights and obligations attributed to Declarant shall pass without further action to said developer/assignee. Additionally, all references to Declarant shall include its successors and assigns, to the extent Declarant holds an interest in any such assign. Nothing contained herein shall prohibit Declarant from voluntarily transferring rights or control over all, or any part of the provisions hereof, to the Association at any time. In any event once Declarant no longer retains the various controls set forth in the provisions hereof all authority and rights vesting in Declarant by virtue hereof shall be deemed to pass to the Association and references made herein to Declarant where reasonably intended shall mean the Association.

ARTICLE III

Amendment

These covenants and restrictions may be unilaterally amended by relaxing or waiving same by Declarant without resort ta any of the then Lot owners, by written declaration, signed by Declarant, acknowledged and recorded among the Land Records of Carroll County so 'long as Declarant owns any of the Lots or

the Additional Property. The amendments shall apply to all Lot owners whether or not title has been conveyed by Declarant. Thereafter, these covenants and restrictions may be amended to modify, expand or reduce the scope of these covenants and restrictions only by a written instrument approved by a vote of at least two-thirds (2/3) of the Lot owners which written instrument shall be duly recorded among the Land Records of Carroll County. No amendment made hereunder shall revoke any approved plans, specifications or use, or any improvements existing at that time.

ARTICLE IV

Specific Exemption

Declarant may exempt an individual lot or parcel which is part of the Property from the operation and effect of these Restrictions, or any portion thereof, by written document recorded among the Land Records of Carroll County for so long as any such Lot or parcel is owned by Declarant. Declarant may exempt or grant a waiver from the terms of this Declaration to all of the Lots affected hereby or any one Lot, parcel or group of Lots which Declarant may specify; it being the express intention of Declarant that an exemption, relaxation, or waiver may be applied to individual Lots, parcels or groups of Lots, without applying to all Lots affected hereby, which said individual Lots, parcels or groups of Lots will be particularly described in the written document recorded pursuant to this Section. No such exemption may be overruled or challenged by any Lot owner, or group of Lot owners.

ARTICLE V

Lenders Status

No violation of any of these Restrictions shall defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value upon any portion of the Lots, provided, however, any Mortgagee or Trustee in actual possession, or any purchaser at any foreclosure sale shall be bound by and subject to these Restrictions from and after the date of actual possession (but not as to violations prior thereto) as fully as any other Lot owner.

ARTICLE VI

Waiver of Invalidation

Any waiver or failure to enforce any of the provisions hereof in a particular situation shall not be deemed a waiver or abandonment of that provision as it may apply in any other situation or to the same or a similar situation concerning any other part of the Property or of any other provision of these covenants and restrictions, The approval or denial of approval by Declarant with regard to any Lot subject hereto shall in no way affect any other or similar request with regard to any other Lot subject hereto.

Invalidation by a Court of any provision hereof shall not affect the validity of any other provision, which shall remain in full force and effect.

ARTICLE VII

Enforcement of Restrictions

A. Violation of any of the provisions of this Declaration may be enjoined, abated, restrained or otherwise remedied by appropriate legal or equitable proceedings brought by Declarant or the Association.

Proceedings to restrain a violation of this Declaration may be brought at any time that such violation appears reasonably likely to occur in the immediate future. If proceedings are brought by any party to enforce or restrain violation of any of the Restrictions against a Lot Owner, or to determine the rights or duties of any Lot Owner, the enforcing party in such proceedings shall be entitled to recover reasonable attorneys' fees and expenses to be fixed by the Court, in addition to court costs and any other relief awarded by the Court in such proceedings.

B. Violation of any Restriction shall give Declarant, the Association or their assignees in addition to all other remedies, the right (but not the obligation) after giving thirty (30) days written notice of a violation or breach to enter upon the Lot on which the violation or breach exists and to summarily abate and remove any violation and correct any condition that may constitute a violation or breach, at the expense of the Lot owner, which expense shall be a lien on the Lot enforceable in a Court of general jurisdiction in Carroll County.

C. Declarant shall retain sole discretion in the reasonable interpretation and administration of these Restrictions. No action will lie by any Lot Owner or group of Owners to compel Declarant to interpret or administer these Restrictions in any way other than the way chosen by Declarant and no action for damages shall lie against Declarant for any such interpretation or administration of these Restrictions; or failure to enforce based upon such interpretation.

ARTICLE VIII

Common Areas

A. RESPONSIBILITY FOR MAINTENANCE OF COMMON AREAS AND RELATED ITEMS.

The Association at its expense shall improve, manage, operate, restore and maintain the Common Areas and any items of personal property placed thereon or associated therewith. The Association at its expense shall further maintain any landscaping, internal walking trails, sidewalks, paths or other appurtenances located within Common Areas or designated for common use.

B. NATURE AND QUALITY OF UPKEEP ON COMMON AREAS.

The Common Areas shall be preserved in a natural state, except where designated for active use. The Common Areas may be landscaped and trees, shrubs or other plants may be placed and maintained thereon for the establishment, retention or preservation of natural growth or topography of the Common Areas, or for aesthetic reasons or buffering, all expressly subject and subordinate to those environmental protection easements as shown on the Record Plats. Where permitted, grass shall be mowed regularly and weeds, fallen limbs and other debris shall be cleared away promptly so that the appearance of Common Areas shall at all times be neat and orderly. The Association shall also perform such miscellaneous functions as may be agreed to pay the Association (i) standard assessments or charges; and (ii) special assessments or charges for capital improvements and any other extraordinary expense incurred by the Association. The standard and special assessments and charges shall be established and collected as hereinafter provided.

B. 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/or the Association, and for the improvements, operation and maintenance of the Common Areas, including, but not limited to, insurance on the Common Areas and for the Association.

C. As of the date hereof, the standard assessment per Lot for the remainder of the calendar year after the date hereof shall be Three Hundred Fifty-Nine Dollars (\$ 359.00) per year payable in advance for each calendar year on or before January 31. The standard assessment shall be fixed annually by the Board of Directors for each year thereafter in accordance herewith. Without the necessity of a vote of the membership of the Association, the Board of Directors may fix the standard assessment against each Lot for each calendar year at any amount not in excess of one hundred ten percent (110%) of the

standard assessment for the previous calendar year. In fixing the annual amount the Board of Directors shall evaluate the Association's history of expenses and projected future needs. The Board of Directors shall maintain a reserve fund to address future general and miscellaneous expenses. The standard assessment may be fixed above the one hundred ten percent (110%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3rds) of the Members of the Association, voting in person or by proxy, at a meeting called for such purposes. Written notice of the amount of the standard assessment for the following year shall be sent not later than December 31 to every Lot Owner at the Lot Owner's address as shown on the Association's records or as shortly thereafter as is practicable. Specific dates and times for fixing, notice and payment of assessment may be revised by the Board of Directors from time to time at its discretion.

D. Notwithstanding the foregoing, until fifty (50) of the Lots subject hereto have been sold by the Declarant, the Declarant, in lieu of paying standard assessments against the Lots owned by the Declarant, shall perform or cause to be performed at its expense the required maintenance of the Common Areas in a manner consistent with the provisions hereof. Thereafter, the standard assessment for each Lot owned by the Declarant, or their respective assigns in which they have a substantial interest, and unimproved by a completed dwelling, shall be equal to twenty-five percent (25%) of the standard assessment.

E. In addition to the standard 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 extraordinary expense incurred by the Association including, but not limited to, any construction, reconstruction, repair or replacement of any improvement over which the Association has responsibility, provided that such assessment shall first be approved by two-thirds (2/3rds) of the votes of the Members of the Association, voting in person or by proxy at a meeting called for such purposes. Notwithstanding the foregoing, any special assessment for each Lot owned by the Declarant or their respective assigns in which they have a substantial interest shall be equal to twenty-five percent (25%) of the special assessment.

F. Except as otherwise provided herein, standard assessments and special assessments must be fixed at a uniform rate for all Lots.

G. The first standard assessment for the Lots shall become due and payable on January 31 following the conveyance of the first improved lot and shall continue annually on January 31 in each and

every year thereafter. The first standard assessment for any Lot which becomes subject to such assessment at any time other than the beginning of a calendar year shall be pro-rated based on the number of months and days remaining; in such year. Lots owned by Declarant which are exempt from assessment, or subject to reduced assessment, shall become fully assessable upon transfer of legal title of said Lot from Declarant to any Buyer and such Lot shall be assessed for the remainder of the calendar year on a pro-rated basis using the effective full assessment for that year. All special assessments shall become due and payable on the later to occur of (a) the thirtieth (30) day following the issuance by the Association of written notice of the due date thereof, and (b) the stated due date thereof.

H. The Board of Directors of the Association shall prepare a roster of the Lots and assessment; applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. If a standard or special assessment is not paid on the date when due hereunder, 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, and may also foreclose the lien against tile Lot for such assessment, and there shall be added to the amount of such assessment (and each Owner is hereby deemed to agree to pay) the attorney's fees and the reasonable costs of preparing, filing, prosecuting, and maintaining the action, and any judgment obtained shall include such interest and attorney's fees 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 the Owner's Lot which results from the Owner's failure to pay any assessment on the due date thereof.

I. The standard 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, including reasonable attorneys' fees, shall be a charge on, and a co11ti11uing lien upon, each Lot against which an assessment is made. Each assessme11t or charge, together with interest and collection expense as aforesaid shall also be the personal obligation of the Owner of the Lot. The Association may establish and enforce the lien for any amounts due hereunder pursuant to the Maryland Contract Lien Act, or by any other legal means available. The lien may be established and enforced against any delinquent Lot for damages, costs of collection, late charges and attorney's fees provided for herein or awarded by a Court for breach of any of the covenants herein.

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

K. SUBORPINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage or deed of trust now or hereafter placed against a Lot, unless such lien for assessments hereunder has been duly recorded as such among the Land Records of Carroll County, Maryland prior to the recording of such mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, any contract purchaser of a Lot shall be entitled, on written request to the Association, to a statement in writing from the Association setting forth the amount of any unpaid assessments against the Owner of the Lot due the Association.

ARTICLE X

Architectural and Environmental Control

A. No building, fence, wall, storage shed, or other improvement or structure shall be commenced, erected, constructed, placed, moved, altered or maintained upon the Property, nor shall any exterior change (including any change of color), addition, expansion or other alteration thereupon be made, or any windows or exterior doors be removed or altered, until the complete plans and specifications showing the location, nature, shape, height, material size, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, size, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Association's Architectural Review Committee.

B. Written requests hereunder shall be submitted by certified mail to the Association's address as listed in the homeowners disclosure documents or such other address as may be published at that time by the Association. The Architectural Review Committee shall approve or disapprove all such written requests within Forty-Five (45) days from the date submitted. The Architectural Review Committee shall establish reasonable procedures, rules, criteria and standards for the submission of plans for review and may charge a reasonable fee for services rendered in connection with its review.

C. The Declarant shall appoint the members of the Architectural Review Committee until such time as one-hundred percent (100%) of the Lots owned by it have been sold to members of the public who intend to occupy the Lots. Thereafter, the members of the Architectural Review Committee shall be

appointed by the Board of Directors of the Association. The Declarant may, but is not required, to turn over control of the Architectural Review Committee at such earlier time as it sees fit.

D. Upon the completion of any construction, alterations; or other improvements or structures in accordance with approved plans and specifications, the Architectural Review Committee 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 referenced in such certificate have been approved by the Declarant and constructed or installed in full compliance with the provisions hereof.

E. The decisions of the Architectural Review Committee shall be final.

F. The contents of this Declaration are intended to establish certain general requirements. However, this Declaration is not intended to be exhaustive of the specific design controls to be established and enforced by the Architectural Review Committee. Thus the Architectural Review Committee is expressly authorized to establish additional controls and requirements so long as they are not inconsistent herewith.

ARTICLE XI

Use Restrictions

A. Zoning Laws. No land shall be used for any purpose other than as permitted by the Zoning Laws and Regulations of Carroll County as may be from time to time amended; provided that any use for which a special exception or conditional use approval is required by the Carroll County zoning ordinance, as may be amended from time to time, shall be expressly prohibited unless the prior written consent of Declarant is first obtained which consent shall be given or withheld based upon compatibility of the proposed use with the spirit and intent hereof..

B. Residential Purposes. The Lots and any building or structure hereafter erected on any Lot shall be occupied and used for single family residential purposes only, subject to the provisions contained herein. Each house shall have a traditional architectural design. No structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No for-profit or nonprofit business shall be conducted on any Lot without the prior written consent of the Association. No building shall be erected, altered, placed or permitted to remain on any Lot other than detached single family dwellings not to exceed three (3) stories in height, excluding basement, except that incidental buildings that are consistent with the residential nature of the Property may be

permitted with the prior written consent of the Architectural Review Committee. Nothing contained herein shall prohibit the keeping of a temporary real estate sales office, construction or sales trailers or builder model homes on the Property or any other construction-related activity during initial construction.

C. Fences. Declarant shall establish a style of fencing for the Property and all fencing shall be consistent therewith. The erection or alteration of fences shall be subject to approval by the Architectural Review Committee.

D. Animals. No animals may be kept, maintained or bred on any Lot or in any dwelling house: or structure erected thereon, except that no more than two (2) dogs, plus two (2) cats or other domestic pets, may be kept per Lot so long as no more than two (2) of the animals per Lot are kept outdoors. No dogs shall be kept leashed on any Lot or other portion of the Property. Any such animals shall be kept in a manner so as to avoid becoming a nuisance to others living at the Property. Lot Owners shall abide by any local animal control laws. Lot Owners desiring to keep any such animal outdoors shall be required to submit to the Architectural Review Committee, and obtain approval in writing of, a plan for the construction of fencing and outbuildings relating to animal care and shelter, and for suitable screening and buffering deemed appropriate by the Architectural Review Committee to preserve the integrity of the community.

E. Minimum Dwelling Size. The minimum livable area for each dwelling on the Property shall be two thousand one hundred (2,100) square feet.

F. Nuisances. No nuisance shall be maintained, allowed or permitted on any Lot and no use thereof shall be made or permitted which may be noxious or detrimental to the health of the residents of the Property. No offensive trade or hobby shall be carried on any part of the Property. No dirt bikes or other three-wheeled vehicles shall be permitted to be operated on the Property. Motorcycles are permitted, except that noisy motorcycles or any other vehicle which is operated in a manner which is an annoyance to the neighborhood shall be prohibited. No unused or inoperable or unlicensed motor vehicle shall be permitted to be parked or stored on the Property except in a garage or other structure designed and erected for the storage of motor vehicles. No vehicle shall be parked on the streets except in cases where a Lot may experience a large number of temporary guests for a specific gathering.

G. Vehicles. No boats, trailers or recreational vehicles shall be stored or parked on any street or Lot within the Property except in a location, and subject to such screening, as may be approved by the

Architectural Review Committee, except for temporary construction and/or marketing trailers, or other vehicles or equipment relating to initial construction. No commercial vehicle or horse trailer shall be parked on any Lot or street within the Property at a location visible to the public longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates.

H. Signs. No advertising or display sign of any kind shall be placed or maintained on any part of the Property or on any structure on any Lot except with the written consent of the Architectural Review Committee, except for real estate "for sale" signs, marketing signs for builders during construction and builder models.

I. Transmission Devices. No outside satellite dish, radio antenna, television antenna or similar device shall be erected, installed or maintained on any Lot without the approval of the Architectural Review Committee and subject to the screening and color requirements proposed by the Architectural Review Committee, subject to federal and local communication laws, as amended from time to time.

J. Pools. In ground pools only shall be permitted on any Lot of sufficient size, subject to the conditions, screening, fencing, lighting and other restrictions imposed by the Architectural Review Committee. Above ground pools are expressly prohibited.

K. Lot Upkeep and Maintenance. Each Lot Owner shall keep each Lot owned in good order and properly maintained at all times. Owners of Lots shall be responsible for providing shrubbery on the front and side areas adjacent to the dwelling. Before, as well as after construction of a dwelling, the Owner shall maintain the Lot in a reasonable manner such as mowing and removing fallen branches, trees and other debris of any kind. Wild bushes and weeds shall be kept under strict control at all times. Vacant lots are to be mowed no less than four (4) times per year.

L. Further Subdivision. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise after acquisition from the Declarant. With respect to any of said Lots while owned by the Declarant, the Declarant expressly reserves the right to further subdivide, to alter property lines, to alter setback lines and to otherwise revise Lots in any respect, subject to applicable regulations and requirements.

M. Clothes Lines. No clothes lines or the like shall be placed or maintained on any Lot.

N. Drainage Easements. No water, gas, sewer, electrical or drainage line or pipe; cable; cable conduit; or other pipe, except downspouts and meter connections, shall be installed or maintained on any Lot above the surface of the ground. The Declarant shall also have the right at the time of, or after, grading any street, driveway or parking area, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, driveway or parking area, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by an appropriate government authority. The Declarant shall further have the right to establish contiguous five foot (5') drainage easements on any two (2) adjacent Lots if it is deemed necessary in the sole discretion of the Declarant. Any such easement shall be established in a writing recorded among the Land Records of Carroll County signed by Declarant.

O. Trash and Excess Materials. No lumber, metals, bulk materials, refuse or trash shall be stored, or allowed to accumulate, on any Lot, except building materials during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property.

P. Erosion. No Lot shall be so used or maintained as to cause any erosion of soil or sediment; and, during the grading and construction of any improvements upon any Lot, adequate arrangements shall be made to insure that no erosion of soil or sediment shall take place.

Q. Completion of Construction. Any Structure constructed on any Lot shall be completed within twelve (12) months from the start of construction.

R. Entrance Monument. The Declarant hereby reserves unto the Association for the benefit of the Property an easement for the purpose of erecting, maintaining, landscaping, improving, replacing and upgrading an entrance sign or monument, on those corner Lots having frontage on both Monroe Avenue and either Bennett Road, Oden Court or Oden Way, i.e., Lots 1, 4, 5, 30, 37, 40, 41 and 62, within twenty-five (25) feet of the road frontage of any such Lot, provided, however, that:

(i) the owner of any Lot on which a sign is erected shall be responsible for the regular trimming, weeding and maintenance of the landscaping, and mowing of the grass within the easement area;

(ii) in the event the Owner of any Lot on which a sign is erected fails to so maintain the entrance on a regular basis the Association may enter onto the easement area and perform these services to ensure that the entrance is at all times attractive and in harmony with the standards intended for the community; and

(iii) The Declarant, or the Architectural Review Committee, as the case may be, shall make all determinations concerning the need for capital expenditures to improve, replace or upgrade the entrance over time. If the Architectural Review Committee determines the need for such capital expenditures then it may arrange for such capital improvements to be paid by the Association from its general fund.

(iv) For any designated Lot on which no sign or monument has been erected prior to the completion of houses on all Lots then subject to this Declaration at Oak Creek, said easement shall be deemed permanently terminated without further action.

S. Continuing Obligation. Where any plan for improvements, screening, landscaping or the like has been approved by the Architectural Review Committee, the Lot Owner shall be responsible to maintain the Lot in a manner consistent with such approval.

ARTICLE XII

General Provisions

A. 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.

B. The restrictions, conditions, covenants, reservations, liens and charges authorized or imposed by this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, Association, or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years after the date this Declaration is recorded, after which time said covenants 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 owners of two-thirds (2/3) of the lots stating that this Declaration shall expire at the end of the then current term.

ARTICLE XIII

Oak Creek Homeowners Association, Inc.

Oak Creek Homeowners Association, Inc. is a nonprofit body corporate of the State of Maryland created 011 February 13, 2004 at 1:59 A.M. for the purposes contained in its Articles of incorporation. Except where otherwise temporarily reserved for Declarant, Oak Creek Homeowners Association, Inc., through its membership, Board of Directors or Architectural Review Committee, as the case may be, shall oversee and carry out the intent of these Restrictions, subject to the terms and conditions hereof each Lot shall be entitled to one (1) membership in the Corporation and the owners of each Lot shall collectively constitute a single Member with a single vote unless otherwise expressly set forth herein, the voting procedures shall be as set forth in the Association's Articles of Incorporation, Bylaws and other governing instruments applicable to the Association generally as same may be established and amended from time to time.

ARTICLE XIV

EXPANSION OF DECLARATION

Declarant, or either one of them, may, in its sole and absolute discretion, expand the operation and effect of this Declaration to all or any part of the Additional Property. No such expansion shall take effect or be implied unless and until at least one Declarant, its successors or assigns, executes a written instrument declaring same which is recorded among the Land Records of Carroll County. Upon such expansion any of the lots and property so annexed shall become part of the Lots and Property as defined herein as if they had been originally included herein subject to the full operation and effect hereof; and any common open space derived from the Additional Property shall be treated as if it were part of the Common Areas defined herein for which maintenance obligations shall be the responsibility of all Lots.