

Greenfield

Bylaws

BY-LAWS
OF
GREENFIELD AT COLLEGIATE ACRES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION.

The name of the corporation is Greenfield at Collegiate Acres Homeowners' Association, Inc., hereinafter referred to as the "Association." The initial, principal office of the corporation shall be located at 8965 Guilford Road, Suite 290, Columbia, Maryland 21046, but meetings of Members and Directors may be held at such places within the State of Maryland, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS.

The terms "Association", "HOA Area", "Declarant", "Lot", "Lots", "Member", "Owner", and "Property", as used in these By-Laws shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to the Subdivision recorded among the Land Records of Washington County, Maryland, in Liber 32, 81, folio 416 ("Declaration").

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of Incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter, at a date, time and place within the State of Maryland selected by the Board of Directors of the Association. If the day of the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, not less than ten (10) nor more than thirty (30) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member of the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting. If a member provides the Board of Directors with an email address and so instructs the Board of Directors, the notice may be sent to said member by email.

Section 4. Quorum. The presence of Members or of proxies entitled to cast ten percent (10%) of Class A votes and ten percent (10%) of Class B votes shall constitute a quorum. If the required quorum is not present, at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of no less than three (3) nor more than seven (7) Directors, as may be designated from time to time by resolution of a majority of the entire Board of Directors. Such Directors need not be Members of the Association. The names of the Initial Directors are set forth in the Articles of Incorporation.

Section 2. Term of Office. The term of office of the Directors of the corporation shall be as stated in its Articles of Incorporation.

Section 3. Removal. Any director, may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal, pursuant to these By-Laws, of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination of Directors for election to the Board of Directors shall be made in a manner prescribed by the Board of Directors. Nominations may also be made from the floor at the annual meeting. The Board of Directors shall provide for as many nominations for election to the Board of Directors as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At the election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly with notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the HOA Area including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

Subject to the limitations set forth in Section 1(f) of this Article, to enter into any and all other agreements on behalf of the Association, including (but not limited to) exclusive agreements for cable and/or internet service.

(b) Regulate parking and storage upon the Property.

(c) Suspend the voting rights, and the right of use of any Recreational Facilities located on any HOA Area during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed sixty (60) days for an infraction of published rules and regulations.

(d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(e) Employ a manager, independent contractors, or other employees or contractors as they deem necessary, and to prescribe their duties. Any agreement entered into for the professional management of the Association, or any other contract providing for the services of the developer, sponsor or builder, may not exceed one (1) year; however, such agreement may be renewable by agreement of the parties for successive one-year periods. Any such agreement must provide; (i) for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice, and (ii) for termination by the Association for cause and without payment of a termination fee on thirty (30) days or less written notice.

(f) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without good cause from three (3) consecutive regular meetings of the Board of Directors.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by the holders of one-fourth (1/4) of the votes outstanding;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Lot Owner subject thereto at least fifteen (15) days in advance of each annual assessment period, and of each special assessment, at least forty-five (45) days in advance of its due date; and

(3) foreclose the lien against a Lot if the Owner thereof has not paid the assessment thereon within such time as the Board of Directors may determine, or bring an action at law against the Lot Owner personally obligated to pay the same;

(d) issue, or cause an appropriate officer to issue, upon demand by any interested person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of the payment with respect to any person relying on the certificate;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association, and adequate fidelity insurance on Officers and Directors against acts of dishonesty;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the HOA Areas to be maintained.

(h) provide for the maintenance and regulation of any parking lots or any portion of the road system not dedicated for public use or the dedication of which for public use has not been accepted by an appropriate public body;

(i) enter into an Agreement with the first mortgagees of Lots in the properties to provide that such first mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against the HOA Areas of the Association, and such mortgagees may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and such first mortgagees, upon making such payments, shall be owed immediate reimbursement therefor from the Association;

(j) establish, levy, assess and collect all assessments referred to or authorized in this Declaration;

(k) perform any other duties required by the Articles of Incorporation of the Association or by the Declaration.

Section 3. Management Agent. Subject to the limitations set forth in Section 1(f) of the Articles, the Board of Directors shall employ for the Association a professional Management Agent at a rate of compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not necessarily limited to, the duties set out in Section 2 of this Article. The Association shall not undertake "self-management" or otherwise fail to employ a professional management agent. Any professional management company so employed must have and maintain fidelity bond coverage in the amounts set forth in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first

meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise becomes disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds and other written Instruments and may co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and may exercise and discharge such other duties as may be required by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 9. Compensation. No officer shall receive compensation for any service he or she may render to the Association. However, any officer may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall provide any indemnification required or permitted by the laws of Maryland and shall indemnify directors, officers, agents and employees as follows:

(a) The Association shall indemnify any director or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was such director or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such officer or director acted in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no

reasonable cause to believe that such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which such person reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Association shall indemnify any director or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was such a director or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit if such officer or director acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the Court in which such action or suit was brought, or any other Court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court shall deem proper.

(c) To the extent that a director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph (a) or (b) of this Article IX, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred in connection therewith, without the necessity for the determination as to the standard of conduct as provided in paragraph d of this Article IX.

(d) Any indemnification under paragraph (a) or (b) of this Article IX (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in paragraph (a) or (b) of this Article IX. Such determination shall be made (i) by the Board of Directors of the Association by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, such a quorum of disinterested directors so directs, by independent legal counsel (who may be

regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article IX.

(f) Agents and employees of the Association who are not directors or officers of the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Directors of the Association.

(g) Any indemnification pursuant to this Article IX shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, personal representatives and administrators of such a person.

ARTICLE X

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee and may appoint other committees as it deems appropriate.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Unless changed by the Board of Directors, the annual assessment shall be payable by each Member annually on or before January 15th of each year for that year. If the assessment is not paid on the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, and be subject to a late fee to be established by the Board of Directors, but not to exceed fifteen (\$15) dollars or one-tenth (1/10) of the total amount of any delinquent amount or installment, whichever is greater, and further provided that the charge may not be imposed more than once for the same delinquent payment and may be imposed only if the delinquency has continued for at least fifteen (15) calendar days. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, and interest, late fees, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the HOA Area or abandonment of his Lot.

The Association may establish and enforce the lien or any assessment, annual, special or additional, established pursuant to the Declaration aforesaid pursuant to the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, costs of collection, late charges permitted by law, and attorney's fees provided for in the Declaration or awarded by a Court for breach of any of the covenants of the Declaration.

ARTICLE XIII

RIGHTS OF MORTGAGEES/UNPAID ASSESSMENTS

The Association may, upon request and for a reasonable charge, report to a mortgagee of any Lot any unpaid assessment due from the Owner of the Lot or any default by the mortgagor of the Lot in the performance of the mortgagor's obligations as a Lot Owner hereunder which is not cured within thirty (30) days. In the event a first mortgagee requests a notice of default, and pays the charge therefor, if no notice of default is given within thirty (30) days after receipt of the request, the Association thereafter shall be estopped to claim any default that occurred prior to the receipt of the Request as respects the said first mortgagee, or any purchaser therefrom upon foreclosure or other exercise of lien rights under the mortgage.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Greenfield at Collegiate Acres Homeowners' Association, Inc., 2007.

ARTICLE XV

AMENDMENTS

Section 1. As long as there is a Class B Membership, the Declarant shall have the right, for a period of ten (10) years following the date of these By-Laws, without the consent of the Members of the Association, to modify, amend or change any of the provisions of these By-Laws as deemed necessary or appropriate by the Declarant.

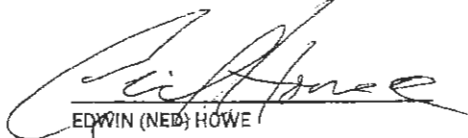
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and the Articles or these By-Laws, the Declaration shall control.


ARTICLE XVI

MISCELLANEOUS

The fiscal year of the Association shall be as established by the Board of Directors.

IN WITNESS WHEREOF, we, being all the Directors of Greenfield at Collegiate Acres Homeowners' Association, Inc., have hereunto set our hands this 20 day of April, 2007.


EDWIN (NED) HOWE


LARRY CHAZIN


ROBERT SHARPIRO

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Greenfield at Collegiate Acres Homeowners' Association, Inc., a Maryland corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 20 day of April, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 20 day of April, 2007.



Greenfield Declaration

3281 0116

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

DECLARATION

OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
GREENFIELD AT COLLEGIATE ACRES HOMEOWNERS' ASSOCIATION, INC.

IMP FD SUKE 2	20.00
RECORDING FEE	75.00
TOTAL	95.00
Rec# 4401	Rcpt # 47062
OWN SB	Blk # 3209
Apr 30, 2007	10:48 am

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WASHINGTON COUNTY

TABLE OF CONTENTS

ARTICLE I	2
Definitions	2
ARTICLE II	6
Membership and Voting Rights.	6
Membership	6
Class of Voting Membership	6
Notice and Quorum	7
ARTICLE III	8
HOA Area	8
Conveyance	8
Use of HOA Area	9
Property Rights In the HOA Area	10
ARTICLE IV	11
Covenant for Maintenance Assessments	11
Creation of the Lien and Personal Obligation of Assessments	11
Purpose of Assessments	12
Annual Assessment	12
Special Assessments for Capital Improvements	14
Capital Contributions	14
Uniform Rate of Assessment	14
Date of Commencement of Annual Assessments: Due Dates	14
Effect of Nonpayment of Assessments: Remedies	
of the Association	15
Subordination of the Lien to Mortgages	15
Exempt Property	16
ARTICLE V	16
Architectural Control	16
Architectural Control Committee (the "ACC")	16
Approval	16
Limitations	18
Certification of Compliance	18
Architectural Guidelines	18
Disapprovals	19
Violations	20
Nonapplicability	21

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

ARTICLE VI	21
Maintenance	21
Owners Responsibility	21
HOA Area	22
ARTICLE VII	22
Insurance	22
Individual Coverage	22
HOA Area Coverage	23
Fidelity Coverage	25
Repair and Reconstruction of HOA Areas After Fire or Other Casualty	26
ARTICLE VIII	26
Restrictions on use of Lots and HOA Area; Rules and Regulations	26
Use Restrictions	26
Use of HOA Area	31
Construction Activities	31
Uses by Declarant	31
Rules and Regulations	32
Exclusion for the Declarant and Designees of the Declarant	32
Limitation of Use of Easement Areas	32
Family Day Care and No-impact Home Based Business	32
ARTICLE IX	34
Easements	34
Utility Easements	34
Development Easements	35
Easement for Upkeep	37
Easement for Support	38
Easement and Emergency Access	38
Conservation Easements	38
Limitations	38
Sales Office, Etc	38
Lot Lines	39
ARTICLE X	39
Annexation	39
Annexation By Declarant	39
Deannexation	40
Amendment	40

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

FHA/VA	40
ARTICLE XI	41
Powers and Duties of the Association	41
Discretionary Powers and Duties	41
Mandatory Power and Duties	42
ARTICLE XII	42
Party Walls, Party Fences, Joint Driveways and Shared Improvements ..	42
General Rules of Law to Apply	43
Sharing of Repair and Maintenance and Destruction by Fire or Other	
Casualty	43
Repairs of Damage Caused by One Owner and/or Resident	43
Changes to Shared Improvements	43
Weatherproofing	43
Right to Contribution Runs with Land	44
Driveway and Alley Ways Right of Passage	44
Arbitration	44
ARTICLE XIII	44
General Provisions	44
Enforcement	44
Right of Entry	44
No Reverter or Condition Subsequent	45
Remedies	45
Effect of Headings	45
Mortgages	45
Severability	45
Amendment	46
Changes and Modifications by Declarant	46
F.H.A./V.A. Approval	46
Conflicts	46
EXHIBIT A	50

3281 012

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

DECLARATION

OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

GREENFIELD AT COLLEGIATE ACRES HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION, made this 20 day of April, 2007, by Beazer Homes Corp, a Tennessee Corporation, (hereinafter referred to as the "Declarant").

RECITALS:

A. Declarant holds fee simple title to certain property in the City of Hagerstown, Washington County, Maryland, which is more particularly described and set out in Exhibit A attached hereto and made a part hereof; and

B. Declarant desires to create thereon a residential community;

C. Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of certain structures and areas; and to this end desires to subject the real property (hereinafter referred to as the "Property") described in EXHIBIT A hereof to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof;

D. Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an Association to which should be delegated and assigned the powers and duties of maintaining certain structures and areas, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created;

E. The Declarant has formed GREENFIELD AT COLLEGIATE ACRES HOMEOWNERS' ASSOCIATION, INC. as a nonprofit corporation without capital stock under the General Laws of the State of Maryland, for the purposes of carrying out the powers and duties aforesaid;

G. Declarant hereby declares that all of the Property described above shall be held, hypothecated, encumbered, leased, rented, used, occupied, improved, 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 the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

1 Definitions.

1.1 "Additional Property" shall mean any additional property that the Declarant or Association may submit to the Declaration and assume jurisdiction over pursuant to the terms of this Declaration.

1.2 "Architectural Control Committee (the "ACC")" shall mean the committee that may be established by the Board of Directors pursuant to Section 4.1 hereof to assure that the Property shall be maintained in a manner consistent with the purposes and intents of this Declaration.

1.3 "Articles of Incorporation" shall mean the Articles of Incorporation for Greenfield at Collegiate Acres Association, Inc. filed with the Maryland State Department of Assessments and Taxation, as amended from time to time.

1.4 "Assessments" shall mean Annual Assessments or charges and Special Assessments for capital improvements established and collected as provided in the Declaration.

1.5 "Association" shall mean and refer to GREENFIELD AT COLLEGIATE ACRES HOMEOWNERS' ASSOCIATION, INC., a Maryland corporation, its successors and assigns.

1.6 "Association Documents" shall mean, collectively, the Articles of Incorporation, this Declaration and the By-Laws, all as the same may be amended from time to time. Any Exhibit, schedule, certification or amendment to an Association Document is an integral part of that Document.

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WASHINGTON COUNTY

1.7 "Board of Directors" or "Board" shall mean the executive and administrative entity established by the Articles of Incorporation as the governing body of the Association.

1.8 "Builder" shall mean and refer to any person or other legal entity that acquires one (1) or more Lots from Declarant, its successor and assigns for the purpose of constructing residential dwelling units for sale or lease to others.

1.9 "By-Laws" shall mean the By-Laws of the Association as amended from time to time.

1.10 "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Owners, including any reserve all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

1.11 "Declarant" shall mean and refer to Beazer Homes Corp., a Tennessee Corporation, and any successors or assigns thereof to whom Declarant shall, in writing, specifically convey or otherwise transfer any or all of the special rights, title reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration.

1.12 "Declaration" shall mean this Declaration for Greenfield at Collegiate Acres Association, Inc. made by the Declarant and recorded among the Land Records of Washington County, Maryland. The term Declaration shall include all amendments to the Declaration: (i) amending provisions herein pursuant to Article 10.8 hereof; and (ii) submitting Additional Property to the terms of this Declaration and jurisdiction of the Association ("Supplementary Declaration"), whether or not (pursuant to Article VIII hereof) such amendments add provisions reflecting the unique character of the Property being added.

1.13 "Development Period" shall mean the period ending on the earlier of: (1) the later of (i) the tenth (10th) anniversary date of the recordation of this Declaration; or (ii) the fifth (5th) anniversary of the date of recordation of the most recent Amendment to this Declaration made by the Declarant adding Additional Property provided, however, that once the Development Period has expired, the recordation of a subsequent Amendment to the Declaration shall reinstate the Development Period; and provided further that if the Declarant is delayed in the improvement and development of the Property due to a sewer, water or building permit

3281 0123

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

moratorium or by any other cause or event beyond the Declarant's control, then the aforesaid ten (10) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less; or (2) the date specified by the Declarant in a written notice to the Association that the Development Period is to terminate on that date.

1.14 "Directors" shall mean and refer to any person duly elected or appointed pursuant to the Articles of Incorporation or By-Laws to the Board of Directors.

1.15 "Drainage Easement", "Utility Easement" and/or "Drainage and Utility Easement" shall mean and refer to those areas so designated on any recorded subdivision plat of the Property.

1.16 "Dwelling" shall mean and refer to a structure now or hereafter erected upon and attached to a Lot, which structure is to be used solely for single-family residential occupancy.

1.17 "Garage" shall mean and refer to a structure now or hereafter erected upon and attached to a Lot, which structure is to be used solely for parking and storage of automobiles.

1.18 "HOA Area" shall mean and refer to any area of land designated as such or designated "Open Space", "HOA Open Space", "HOA Park", "To Be Conveyed To Association" or any parcel designated "to be conveyed to the Greenfield at Collegiate Acres Association" on any recorded subdivision plat of the Property, if and as amended, and which area is intended to benefit the Property and the Owners, including any and all alley ways owned by the Association. Such HOA Area may be part of the HOA Open Space or may be owned by or now or hereafter dedicated to and accepted by the City of Hagerstown or other appropriate governmental authority and maintained by City of Hagerstown or other governmental authority.

1.19 "Lot" shall mean and refer to: (i) any plot of land shown upon any approved Preliminary Plan or recorded subdivision plat, of the Property upon which a dwelling has been or will be constructed as a residence for an Owner; (ii) any condominium unit actually constructed, or if not constructed as approved for construction, or as shown on any approved Preliminary Plan, or within a condominium regime established or to be established, within the Property pursuant to the Maryland Condominium Act primarily intended for use and occupancy as a residential dwelling unit; and/or (iii) any residential rental apartment unit actually constructed or, if not

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

Plan or , within a rental facility constructed, or to be constructed, within the Property primarily intended for use and occupancy as a residential dwelling unit. No Lot shall be counted twice in any situation where it may fall within more than one of the foregoing descriptions. The term Lot shall be deemed to refer collectively to single family lots, townhouse lots, condominium units and rental apartment units.

1.20 "Maryland Contract Lien Act" shall mean § 14-201, et. seq. of the Real Property Article of the Annotated Code of Maryland, as the same may be amended, supplemented or replaced, from time to time.

1.21 "Master Association" shall mean and refer to the Collegiate Acres Master Association, Inc., which may, however, be formed.

1.22 "Mortgagee" shall mean any mortgagee or trustee under a Deed of Trust which has a lien on a Lot.

1.23 "Officer" shall mean any Person holding office pursuant to the By-Laws.

1.24 "Owner" or "Member" shall mean and refer to the record Owner, whether one or more Persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding contract purchasers and any Mortgagee or other Person or legal entity having an interest in a Lot merely as security for the performance of an obligation. If more than one Person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be Members. The vote for such Lot, however, shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

1.25 "Person" shall mean a person, corporation, partnership, association, joint venture, trust or other entity capable of holding title to real estate, or any combination thereof.

1.26 "Planning Board" shall mean the City of Hagerstown Planning Department.

1.27 "Property" shall mean and refer to all that certain real property described in Exhibit A, and such Additional Property as hereafter may be brought within the jurisdiction of the Association.

3281 0125

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

1.28 "Residence" shall mean and refer to a structure now or hereafter erected upon and attached to a Lot, which structure is intended to be used solely for single-family residential occupancy.

1.29 "Shed" shall mean and refer to a structure now or hereafter erected upon and attached to the rear of a Lot, which structure is to be used for storage of household and lawn maintenance items.

1.30 "Storm Drain Easement" shall mean and refer to any area so designated on any recorded subdivision plat of the Property.

ARTICLE II

2 Membership and Voting Rights.

2.1 **Membership.** Every Owner of a Lot which is subject to Assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment. The foregoing does not include any Person or entity having such record interest merely as security for the performance of an obligation of another.

2.2 **Class of Voting Membership.** The Association shall have two classes of voting Membership.

2.2.1 **Class A.** With the exception of the Declarant, every Person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot which is part of the Property or which otherwise becomes subject to the covenants set forth in this Declaration and/or to Assessment by the Association, shall be a Class A Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

Any Owner who leases his Lot may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the Lessee, provided that a copy of such instrument is furnished to the Association.

2.2.2 Class B. Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by Declarant, its successors or assigns. The Class B Membership shall cease and be converted to Class A Membership on the first to occur of the following events:

2.2.2.1 Within one hundred twenty (120) days following, the date on which the total votes outstanding in the Class A Membership equals or exceeds the total votes outstanding in the Class B Membership; provided, however, the Class B Membership shall be revived (and the Declarant shall again be entitled to three votes for each Lot owned by the Declarant) during any periods of time occurring before the fifteenth (15th) anniversary of the date of the Declaration, when by reason of the annexation of Additional Property as a part of the Property additional Lots owned by the Declarant exist which, when added to the other Lots then owned by the Declarant would result in the Declarant having more than 50% of the votes of the Association were the Declarant to have three votes for each Lot owned by the Declarant, instead of only a single vote for each Lot owned by the Declarant; or,

2.2.2.2 On the fifteenth (15th) anniversary date of this Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water, or building permit moratorium or by any other cause or event beyond the Declarant's control, then the aforesaid fifteen (15) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

2.2.2.3 Upon the lapse or surrender of Class B memberships, as provided for in this Article, Declarant shall become Class A members of the Association, as applicable, as to each and every Lot in which said Class B members then hold the interest otherwise required for such membership.

2.3 Notice and Quorum. Written notice of any Membership meeting called for the purpose of taking any action authorized by this Declaration shall be sent to all Members in the written format provided by the By-Laws not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast ten percent (10%) of Class A votes and ten percent (10%) of Class B votes (if applicable) shall constitute

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

a quorum for any action except as otherwise provided in the Declaration or the By-Laws. If, however, such quorum is not present, at any meeting the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

ARTICLE III3.3 HOA Area:3.1 Conveyance:

The Declarant shall grant and convey to the Association, and the latter shall take and accept from the Declarant, the HOA Areas shown on any subdivision plat which is subject to this Declaration. At the time of the conveyance the HOA Area shall be free of any mortgages, judgment liens, or similar liens or encumbrances.

3.1.1 The Association shall hold the HOA Areas conveyed to it subject to the following:

3.1.1.1 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 HOA Areas so conveyed.

3.1.1.2 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 subdivision plats, as "Dedication to Public Use", and "To Be Conveyed to the Association", or otherwise designated as an easement area, or on, over, under, or in any portion of any HOA Area, 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 Property, or the area in which the same is located, together with the right and privilege of entering upon the HOA Area for such purposes and making openings and excavations therein.

3.1.1.3. The reservation to the Declarant, its successors, and assigns of the right to enter upon any HOA Area conveyed to the Association for the

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

purpose of construction or completing the construction of improvements and the landscaping of the HOA Area.

3.1.1.4. The reservation to the Declarant, its successors, and assigns, of the right to continue to use and maintain any Storm Water Management Areas and any sediment control ponds or facilities located on any HOA Area conveyed to the Association.

3.2 Use of HOA Areas:

3.2.1. The HOA Areas conveyed to the Association shall be deemed property and facilities for the use, benefit, and enjoyment, in common, of each Owner both before and after they are conveyed to the Association. All of the HOA Areas may be used for and only for parks and recreational purposes, postal boxes, parking, trash storage and collection, ingress and egress, and for common utilities, including but not limited to stormwater and sanitary sewers, telephone, water, gas, electricity and cable television, and for such other purposes authorized by the Association or its Board of Directors subject to the provisions of this Declaration and any rules and regulations governing the use of the HOA Areas and will be available for the type of active and passive recreational and open space use contemplated in the Planning Board's regulatory approvals. 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 HOA Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs, or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools, and tennis courts; and (ii) drainage, storm water, and utility systems and structures. The HOA Areas may be graded, and trees, shrubs, or other plants may be placed and maintained thereon for the use, comfort, and enjoyment of the Owners, or the establishment, retention, or preservation of the natural growth or topography of the HOA Areas, or for aesthetic reasons. No portion of any HOA Area may be used exclusively by any Owner for personal gardens, storage facilities, or other private uses without the prior written approval of the Association.

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

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

3.2.4. The right of each Owner to use the HOA Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adapted by the Association for the safety, care, maintenance, good order, and cleanliness of the HOA Areas. All such terms, conditions, provisions, rules, and regulations shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit 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.

3.3. Property Rights In The HOA Areas:

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 holds his Lot subject to the following:

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

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

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

3.3.4 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 HOA Area to any public agency, authority, or utility to serve necessary public purposes. Any other provision of this Declaration to the contrary notwithstanding, nothing shall restrict or preclude the right of any Owner to undertake such a conveyance of any portion of his/her Lot for such purposes.

ARTICLE VI

4 COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article IV. The assessments for Common Expenses may vary among different Lots as a result of different benefits to different Lots as set out more specifically hereinafter. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, ("Annual Assessments"), and (ii) special assessments for capital improvements, ("Special Assessments"). The Annual and Special Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made, provided the requirements of the Maryland Contract Lien Act, if applicable, have been fulfilled. Each such assessment, together with interest, costs, and reasonable attorneys' fees, also shall be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a prior Owner's successors in title unless expressly assumed by such successors.

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

4.2 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the following purposes:

4.2.1 To pay taxes and other governmental charges and assessments on the HOA Area;

4.2.2 To promote the health, recreation safety and welfare of the residents of the Lots;

4.2.3 To pay all administrative, managerial, legal, insurance and any other costs or expenses incurred by the Association in the operation of the Association;

4.2.4 To provide adequate reserve for maintenance, repair and replacement of any structures or improvements situated on the HOA Area;

4.2.5 To provide the availability of cable and communication service (including but not limited to internet services) to each Lot as more particularly described hereinafter.

4.2.6 To collect the annual assessments, if any, due for each Lot in the Association, to the Master Association, and to pay same over to the Master Association.

4.2.7 Any other purpose or functions permitted for exempt organizations under Section 501(c)(3) and (4) of the Internal Revenue Code, as amended.

4.3 **Annual Assessment.**

4.3.1 Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment shall be: (i) Four Hundred Eighty-Four Dollars and no cents (\$484.00) per Lot for single family detached Lots and per townhouse for townhouse Lots, provided however, that Lots owned by Declarant shall not be subject to an annual and/or any special assessment, applicable to Lots not owned by Declarant. Notwithstanding the foregoing, the Declarant shall pay full Annual and Special Assessments for Lots owned by the Declarant upon which a dwelling unit has been completed and is occupied by a party other than Declarant.

4.3.2 Notwithstanding any provision contained in this Declaration to the contrary, the Declarant and/or any Builder, (who by accepting a deed to any Lot) hereby covenant and agree for the benefit of the Class A Members to pay any and all annual operating expenses incurred by the Association during the "Deficit Period" (as such term is hereinafter defined) in furtherance of the Association's purposes to the extent that the Annual and Special Assessments levied during any year during the Deficit Period are insufficient to pay such operating expenses. This provision, however, may only be enforced if the Board of Directors has first increased the Annual Assessment to the maximum amount allowed pursuant to this Declaration. Furthermore, the Declarant, and/or any Builder's obligation under this section is limited to one hundred percent (100%) of the Annual Assessments, and Special Assessments (for those of its' Lots that are included in the budget for that year's Annual Assessment in which a deficit occurs), had the Declarant and/or any Builder not been exempted from the payment of Assessments during that annual period. The Declarant and/or any Builder shall only be obligated to pay any further Assessments during that annual period in an amount equal to what would have become due for those of its' Lots that are included in the budget for that year's Annual Assessment had those Lots not been owned by the Declarant and/or any Builder. Declarant and/or any Builder is responsible for and shall pay that percentage of any Deficit equal to the percentage of Lots owned by Declarant and/or any Builder, that are included in that annual budget, in relation to the total number of Lots in the Association that are included in that annual budget. As used herein, the term "Deficit Period" shall mean that period of time commencing on the date of recordation of this Declaration and ending on the earlier of (i) the date on which the Class B membership lapses and becomes a nullity in accordance with the provisions of this Declaration; or (ii) the date upon which the Declarant, and/or any Builder, in writing and recorded among the Land Records of Washington County, Maryland, declares that it (from the date specified in such recorded writing) waives its right not to pay any assessments on Lots owned by it in accordance with Section 4.1. The Declarant and/or any Builder may make such declaration with respect to less than all of the Lots owned by it, or to be brought within the jurisdiction of the Association, in which event the Deficit Period shall terminate only with respect to those Lots specifically described. Any deficit required hereunder to be paid by the Declarant and/or any Builder shall be payable and collectible in the same manner as any other assessments required to be paid to the Association.

4.3.3 From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased by vote of the Board of Directors up to fifteen percent (15%) annually over

the Assessment of the preceding year, effective January 1, of each year and without a vote of the Membership.

4.3.4 From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above said maximum of fifteen percent (15%) for the next succeeding year and for succeeding years thereafter; PROVIDED THAT any such change shall have the assent of Members entitled to cast two-thirds (2/3) of each class of votes in attendance at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the maximum and basis of the Assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

4.3.5 After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum permissible.

4.4 Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the HOA Area, including fixtures and personal property related thereto, provided that any such Assessment, when levied, shall contain the terms and method of payment therefor and shall have been approved previously by the assent of the Members entitled to cast two-thirds (2/3) of the votes of each Class, who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 Capital Contributions. To provide the Association with initial working capital, each Class A Owner shall pay to the Association at settlement on each Lot an amount equal to one sixth (1/6) of the current Annual Assessment for that year as set by the Board of Directors.

4.6 Uniform Rate of Special Assessments. Special Assessments shall be fixed at a uniform rate for all Lots except for the special condition regarding Declarant and/or any Builder in Article III, Section 3.3.1 hereof.

4.7 Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by the Declarant or any Builder,

to a Class A Member. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. Notices sent to the address of any Lot to which such Assessment applies shall be deemed to have been sent to the Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance. The Annual Assessments provided for herein in respect to any Additional Property which may be annexed to the Property, as set forth in Article XI hereof, shall commence as to the Lots on such land on the first day of the month following the conveyance for residential use of the first Lot in said annexed land by the Declarant or any Builder to a Class A Member.

4.8 Effect of Nonpayment of Assessments: Remedies of the Association.

4.8.1 Late Charges. Any Assessment not paid within fifteen (15) calendar days when due shall be subject to a late charge of fifteen dollars (\$15) or one-tenth of the total amount of any delinquent Assessment, whichever is greater, provided the charges may not be imposed more than once for the same delinquent payment.

4.8.2 Interest and Collection. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum interest rate allowed by Maryland law per annum and the Board of Directors shall have the right to assess a late charge, in accordance with Section 4.8.1 and/or to declare the entire balance of the Annual Assessment and accrued interest thereon to be immediately due and payable with notice of exercise of such right being waived by Owner. The Association may bring an action at law against the Owner personally obligated to pay the same, or establish and foreclose the lien against the Property with late charges, interest, costs, and reasonable attorneys' fees for any such action added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of a Lot.

4.9 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or

3281 0135

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any personal liability of a delinquent Lot Owner hereunder is not thereby affected.

4.10 Exempt Property. Any portions of the Property: (i) dedicated to and accepted by a local public authority; owned by a charitable or non-profit organization, the HOA Area, and that portion of the Property exempt from taxation by the laws of the State of Maryland, shall be exempt from the Assessments created herein except no land or improvements devoted to use as a private residence shall be exempt from said Assessments.

ARTICLE V

5 ARCHITECTURAL CONTROL.

5.1 Architectural Control Committee (the "ACC"). The Board of Directors shall appoint an ACC. The ACC shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the Members of the ACC shall be required in order to adopt or promulgate any rule, regulation or architectural guidelines, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article V.

5.2 Approval.

5.2.1 Except for construction and/or development by the Declarant, and except for any improvements to any Lot or to the HOA Area, or to any conservation mitigation area at any time appearing on any part of the Property, accomplished by the Declarant concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvement or structure shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of

3281 0136

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

construction and/or any other proposed form of change (including, without limitation, any other information specified by the ACC) shall have been submitted to and approved in writing as to safety, harmony of external design, type and grade of material, color and location in relation to surrounding structures and topography and conform with the design concept for the community by the ACC.

5.2.2 Subject to the same limitations as provided for above, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove, or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, radio or television broadcasting devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any Lot, or to combine or otherwise join two or more Residences, or to partition the same after combination, or to remove or alter any windows or exterior doors of any Residence, or to make any change or alteration within any Residence which will alter the structural integrity of the building or otherwise affect the Property, interest or welfare of any other Lot Owner, materially increase the cost of operating or insuring any of the HOA Area, or impair: shape; height; material; color; type of construction; and/or any other proposed form of change (including, without limitation, any other information specified by the ACC) until the complete plans and specifications for such change shall have been submitted to and approved in writing as to safety, harmony of external design, type and grade of material, color and location in relation to surrounding structures and topography and conform with the design concept for the community by the ACC.

5.2.3 Upon approval by the ACC of any plans and specifications submitted pursuant to the provisions of this Article V, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the ACC fails to approve or disapprove any plans or specifications which may be submitted to it pursuant to the provisions of this Article V within sixty (60) days after such plans or specifications (and all other materials and information required by the ACC) have been submitted to it in writing, then approval will not be required and this Article V will be deemed to have been fully complied with. The ACC shall require the best engineering practices to be employed during construction. The Owners shall be responsible for their use of their property and the avoidance of violations of County and State regulations as to its use. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or

3281 0131

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

improvement located on any Lot requires execution by the Association, and provided consent has been given by the Board of Directors or the ACC as appropriate, then the application shall be executed on behalf of the Association by an Officer only, without incurring any liability on the part of the Board of Directors, the Association or the ACC or any of them to any contractors, subcontractors or materialmen on account of such addition, alteration, or improvement, or to any Person having a claim for personal injury or property damage arising therefrom.

5.2.4 Notwithstanding any provision to the contrary in this Declaration, Garages are to be used as garages only and shall not be converted to any other use.

5.3 Limitations. Construction or alterations in accordance with plans and specifications approved by the ACC pursuant to the provisions of this Article V shall be commenced within six (6) months following the date upon which the same are approved by the ACC (whether by affirmative action or by forbearance from action, as provided in Section 5.2.3 of this Article V), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the ACC shall have approved or said approval shall be conclusively deemed to have lapsed and compliance with the provisions of this Article V shall again be required. There shall be no deviation from the plans and specifications approved by the ACC without its prior consent in writing. Approval of any particular plans or specifications or design shall not be construed as a waiver of the right of the ACC to disapprove such plans and specifications which are subsequently submitted for use in any other instance. This will not release any Owner from obtaining any necessary permits required by the County, or State, or other appropriate governmental entity.

5.4 Certification of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the ACC in accordance with the provisions of this Article V, the ACC shall, at the written 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 ACC and constructed or installed in full compliance with the provisions of this Article V and with such other provisions and requirements of the Declaration as may be applicable.

5.5 Architectural Guidelines. The ACC may from time to time adopt and promulgate such Architectural Guidelines regarding the form and content of plans and specifications to be submitted for approval and may publish and/or record such

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria, or the like shall be construed as a waiver of the provisions of this Article IV or any other provision or requirement of this Declaration. The ACC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the ACC shall be final except that any Member who is aggrieved by any action or forbearance from action by it (or by any policy, standards or guidelines established by the ACC) may appeal the decision of the ACC to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors of the Association.

5.6 Disapprovals. The ACC shall have the right to disapprove any plans and specifications submitted hereunder in its absolute discretion for any reason whatsoever including, by way of example and not of limitation, the following:

5.6.1 The failure of such plans or specifications to comply with any of these Covenants;

5.6.2 Failure to include information in such plans and specifications as may have been reasonably requested;

5.6.3 Objection to the exterior design, appearance or materials of any proposed structure;

5.6.4 Incompatibility of any proposed structure or use with existing structures or uses upon other Lots;

5.6.5 Objection to the location of any proposed structure upon any Lot or with reference to other Lots;

5.6.6 Objection to the grading and landscaping plans for any Lot;

5.6.7 Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure;

5.6.8 Objection to walkways proposed for any Lot on the grounds of incompatibility to proposed uses and structures on the Property; or

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

5.6.9 Any other matter which, in the judgment of the ACC, would render the proposed structure, structures or uses inharmonious with the general plan of improvement of the Property or with structures or uses located or proposed thereon.

5.6.10 In any case where the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. However, subject to the provisions of Section 5.5 of this Article V, a final decision of the ACC shall be final and binding.

5.7 Violations.

5.7.1 If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ACC pursuant to the provisions of this Article IV, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article IV and without the approval required herein, and, upon written notice from the ACC, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated so as to extinguish such violation.

5.7.2 If within fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, Declarant (or the Association by written delegation of right and authority from Declarant) during the Development Period and thereafter the Association shall have the right (but not the obligation), through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien, established and enforced by the Association or the Declarant, as the case may be (in accordance with the Maryland Contract Lien Act), upon the Lot in question. In the event of such action of the Association during the Development Period, such entity shall act only in its own right pursuant to any subdelegation and shall not act as an agent of Declarant for such purpose. The lien provided in this Section 5.7 shall be in favor of the entity acting but shall not be valid as against a bona fide purchaser (or bona fide Mortgagee) of the Lot in question unless a Statement of Lien shall have been filed among the Land Records

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

of Washington County, in accordance with the Maryland Contract Lien Act, prior to the recordation among said Land Records of Washington County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage). Nothing contained in this Section 5.7 shall in any way limit the rights and remedies afforded the Association or any Owner pursuant to Article X of this Declaration.

5.8 Nonapplicability.

5.8.1 The provisions of this Article IV shall not apply to Lots owned by the Declarant nor to improvements on or subdivisions of Lots if such improvements or subdivisions have been approved by the Declarant. The Declarant shall have the right to construct improvements, make alterations or subdivisions without the consent of the Board of Directors or the ACC and an authorized Officer shall execute any such application required.

5.8.2 The provisions of this Article V shall not apply to a Mortgagee in possession of a Lot as result of foreclosure, judicial sale or proceeding in lieu of foreclosure affixing a sign or taking any other actions that may be necessary to sell or lease all or any portion of the Lot if such actions are in accordance with applicable zoning and not detrimental to the value of the Property.

ARTICLE VI

6 Maintenance.

6.1 Owners Responsibility. Each Owner shall keep all Lots owned by said Owner, including but not limited to all trees planted or left on Lots, by Declarant or the Association, and all improvements therein or thereon, in good order and repair, all in a manner and with such frequency as is consistent with good property management. Each Owner shall be responsible for the care and maintenance of all sidewalks and curbs abutting any corner Lot. If, in the opinion of the ACC, as hereinafter defined, any Owner fails to perform the duties imposed by the preceding sentence, Declarant (or the Association by written delegation of right and authority from Declarant) during the Development Period and thereafter the Association, after approval by a majority decision of the Board of Directors, and after fifteen (15) days' written notice to the Owner to remedy the condition in question, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot, trees, or such improvements, and the

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CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

cost thereof shall be a binding, personal obligation of such Owner as well as a lien, established and enforced by the Association or Declarant, as the case may be (in accordance with the Maryland Contract Lien Act), upon the Lot in question. In the event of such action by the Association during the Development Period, such entity shall act only in its own right pursuant to any such delegation and shall not act as an agent of Declarant for such purpose. Nothing contained in this Section 6.1 shall in any way limit the rights and remedies afforded the Association or any Owner pursuant to Article X of this Declaration.

6.1.1 Lien Recordation. The lien provided in Section 6.1 hereof shall be in favor of the entity acting but shall not be valid as against a bona fide purchaser (or bona fide Mortgagee) of the Lot in question unless a Statement of Lien shall have been filed among the Land Records of Washington County, in accordance with the Maryland Contract Lien Act, prior to the recordation among said Land Records of Washington County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

6.2 HOA Area. The Association shall be responsible for:

6.2.1 The care and maintenance of: the HOA Areas and any structures erected thereon; Drainage Easements; private alleys; trees left or planted by the Declarant or the Association, if any, on or within the HOA Area; and all sidewalks and curbs in front of all HOA areas. The maintenance of the median strip of Terps Blvd., shall be the responsibility of the Master Association.

6.2.2 The Association shall be required to expend the necessary funds to carry out its aforesaid responsibility (including the payment of property taxes, if any) and the cost of same will be apportioned among all Owners, in a fair and equitable manner.

ARTICLE VII

7. Insurance.

7.1 Individual Coverage. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association that each

individual Owner shall carry blanket, all risk, casualty insurance on the dwelling and all structures located upon the Lot. At a minimum, such coverage shall provide coverage against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any insured hazard. The Board of Directors of the Association, or its duly authorized agent, shall have the authority to obtain insurance for all or any of the dwellings located on the Property, unless the Owners thereof have supplied proof of adequate coverage to the Board of Directors' satisfaction. The Board of Directors and the association shall incur no liability to any Owner or Mortgagee in the event that the Board of Directors or the Association shall elect not to exercise their authority to obtain such insurance for all or any of the dwellings located on the Property. In the event the Board of Directors obtains insurance for any Lot or dwelling unit pursuant to this Section, the cost thereof shall be assessed against the Lot benefitting from such insurance and shall be collectible in the same manner as any other assessment under this Declaration. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction to the dwelling and other structures constructed on the Lot, the Owner shall proceed promptly to repair or to reconstruct the dwelling and other damaged structures in a manner consistent with the original construction. Each Owner of a Lot covenants and agrees that in the event that such dwelling is totally destroyed, the Owner shall proceed promptly to repair or to reconstruct the dwelling in a manner consistent with the original construction, unless approval to do otherwise is obtained from the ACC or the Board of Directors.

7.2 HOA Area Coverage.

7.2.1 Hazard Insurance. The Board of Directors of the Association, or its duly authorized agent, shall be required to obtain, maintain and pay the premiums, as a Common Expense, upon a policy of hazard insurance covering the HOA Areas and any property required to be insured by the Association pursuant to any easement or lease agreement (except land, foundation, excavation and other items normally excluded from coverage) including fixtures and building service equipment, to the extent that they are a part of the HOA Area or such other property which the Association may insure, as well as common personal property and supplies.

The hazard insurance policy shall afford, as a minimum, protection against loss or damage by fire and all other perils normally covered by the standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

perils normally covered by the standard "all risk" endorsement, where such is available, and shall name the Association as a named insured. The insurance should cover one hundred percent (100%) of the current replacement cost (less a reasonable deductible) of the insured property. Coverage need not include land, foundations, excavations or other items that are usually excluded from insurance coverage. Unless a higher maximum amount is required pursuant to the law of the State of Maryland, the maximum deductible amount for coverage of the HOA Areas is the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount. The funds to cover this deductible amount should be included in the Association's operating reserve account.

Each hazard insurance policy must be written by a hazard insurance carrier which has a current rating by the Best's Key Rating Guide of A or better (or its equivalent). Each insurer must be specifically licensed or authorized by law to transact business within the State of Maryland. The policy contract shall provide that no assessment may be made against any Mortgagee, and that any assessment made against others may not become a lien on the mortgaged Lot superior to the First Mortgage.

The hazard insurance policy must provide that the insurance carrier shall notify the Association and each mortgagee named in the mortgagee clause in writing at least thirty (30) days before it cancels or substantially changes the Association's coverage. In addition, each eligible mortgage holder shall receive timely written notice of any lapse, material modification or cancellation of any insurance policy covering the HOA Areas.

All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly acceded by private institutions as mortgage investors in the area in which the mortgaged premises are located. The following endorsements are also required: (i) an Inflation Guard Endorsement (if reasonably available); (ii) a Construction Code Endorsement if the HOA Areas is subject to a construction code provision which would become operative and require changes to undamaged portions of any structures, even when only part of a structure is destroyed by an insured hazard or peril, and (iii) a Steam Boiler and Machinery Coverage Endorsement if any structure within any HOA Area has central heating or cooling, which should provide for the insurer's minimum liability per accident per location to be at least equal to the lesser of Two Million Dollars (\$2,000,000.00) or the insurable value of the structure(s) housing the boiler or machinery.

7.2.2 Flood Insurance. If any HOA Area is located in a Special Flood Hazard Area designated as A, AE, AH, AO, A1-30, A-99, V, VE, or V1-30 on a Flood Insurance Rate Map, the Association must maintain a "master" or "blanket" policy of flood insurance on the HOA Area. The amount of flood insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of all structures and improvements situated in such Special Flood Hazard Area or the maximum coverage available under the applicable National Flood Insurance Administration program. Unless a higher deductible amount is required under the laws of the State of Maryland, the maximum deductible amount for flood insurance policies shall be the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy's face amount. The funds to cover this deductible amount should be included in the Association's operating reserve account.

7.2.3 General Liability Insurance. The Association shall obtain and maintain a comprehensive general liability policy of insurance covering all of the HOA Areas, public ways and any other areas that are under the Association's supervision. The policy shall also cover any commercial space owned by the Association, even if such space is leased to others. The policy should provide coverage for bodily injury (including death) and property damage that results from the operation, maintenance or use of the HOA Areas and any legal liability that results from law suits related to employment contracts in which the Association is a party. Supplemental coverage to protect against additional risks should also be obtained, if required by a mortgagee. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Liability coverage shall be at least One Million Dollars (\$1,000,000.00) per occurrence, for bodily injury and property damage, unless higher amounts of coverage are required by a mortgagee. The liability policy must provide that the insurance carrier shall notify the Association in writing at least thirty (30) days before it cancels or substantially modifies the Association's coverage.

7.3 Fidelity Coverage. To the extent reasonably available, blanket fidelity insurance may be maintained by the Board of Directors for all officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for their services. Where the Board of Directors has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall be covered by its own fidelity insurance policy which must provide the same coverage as fidelity insurance maintained by the Board of Directors. Except for fidelity insurance that a management agent obtains for its

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

personnel, all other fidelity insurance policies should name the Association as the insured and should have their premiums paid as a Common Expense by the Association. Fidelity insurance obtained by a management agent shall name the Association as an additional insured. The total amount of fidelity coverage required should be sufficient to cover the maximum funds (including reserve funds) that will be in the custody of the Association or management agent at any time while the fidelity insurance policy is in force, and should at least equal the sum of three (3) months aggregate assessments on all Lots within the Association, plus any reserves. Fidelity insurance policies should contain waivers by the insurers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The fidelity insurance policies should provide that they cannot be canceled or materially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association.

7.4 Repair and Reconstruction of HOA Areas after fire or other casualty. In the event of damage to or destruction of any portion of the HOA Areas covered by insurance payable to the Association as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration thereof, and shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as appropriate. Promptly after a casualty causing damage or destruction of any portion of any HOA Area for which the Association has the responsibility of maintenance, repair, and/or replacement, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged portions of the HOA Area in as good a condition as existed prior to the casualty. Such costs may include, without limitation, professional fees and premiums for such bonds as the Board of Directors may desire.

ARTICLE VIII8 RESTRICTIONS ON USE OF LOTS AND HOA AREA; RULES AND REGULATIONS.

8.1 Use Restrictions. The following shall be restrictions on the use of the Property and such restrictions shall run with and bind the land:

8.1.1 Activities. No noxious or offensive activity shall be carried out upon any Lot or within any dwelling or any part of the HOA Area, nor shall anything be done thereon which may become a nuisance to the public, or any other member.

8.1.2 Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind regardless of number, is prohibited on any Lot, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board is permitted subject to the Rules and Regulations adopted by the Board; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise to the neighborhood or other members may be permanently removed from the Property upon ten (10) days written notice from the Board. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant harmless from any loss, claim or liability of any kind or character or whatever arising by reason of keeping or maintaining such pet within the Property. All pets shall be attended at all times, and shall be registered, licensed and inoculated as required by law.

8.1.3 Barbeque Equipment. Barbeque equipment, grills, gas grills, and portable patio fireplaces shall be stored out of public view when not in use. Any permanent barbeque grill or outdoor fireplace shall meet all applicable safety codes and be integrated with the design of the patio, deck or landscape and screened from public view. No permanent barbeque grill or outdoor fireplace shall be constructed without written approval of the ACC.

8.1.4. Boats, Automobiles, Commercial Vehicles, Trucks and Other Vehicles. Except in connection with temporary construction activities, no boats or cradles, trailers, campers, mobile homes, recreational vehicles or trucks with over one (1) ton gross cargo capacity, commercial vehicles, or unlicensed, abandoned, inoperable, or junked vehicles or any vehicle with ladder/equipment racks and/or advertising (individually and collectively "Vehicles") may be regularly parked in streets, driveways, yards, or parking areas and in no event for more than twenty-four (24) hours, nor shall extraordinary repair or maintenance of Vehicles be performed in said areas. The Association may designate, but is not required to do so, a specific area for such parking and/or repairs of such Vehicles.

8.1.5 Clothes Lines. No clothing or any other household laundry shall be hung in the open to dry on any Lot unless hung from a device that is removed from view when not actually in use. Permanent clothes lines are prohibited.

8.1.6 Exterior Lighting. Any exterior lighting, emanating from a Lot shall not be directed outside the boundaries of that Lot.

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

8.1.7 Fences. Except for any fence installed by the Declarant or by the Association, no fence shall be installed, or once installed, removed, except with the written approval of the ACC. Any fence installed by the Declarant or by the Association may only be removed or replaced by the Association or Declarant except with the written approval of the ACC.

8.1.8 Flagpoles. Flagpoles are not permitted on residential Lots without written approval of the ACC. Up to two (2) flags at a time may be displayed on flag staffs attached to a Residence. Proper flag etiquette must be observed.

8.1.9 Hazardous Materials. No hazardous material (except those that are ordinarily found and/or used in dwellings for acceptable purposes) shall be used or stored on any Lot. This shall include the following: (1) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (2) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated hereunder; (3) any substance the presence of which on the Property is prohibited by any Federal, State, County or local law or ordinance regulating toxic or hazardous wastes or substances; (4) any toxic or hazardous substances or materials, whether Products or wastes, including, without limitation, asbestos or PCB's; and (5) "oil, petroleum Products and their by-Products", as defined by any Federal, State, County or local law, ordinance, regulation or requirement applicable to the Lot, or any portion thereof, as amended from time to time (e.g., Maryland Natural Resources Code Ann. Section 8-1411[a](3), as amended). (All of the foregoing collectively are referred to herein as "Hazardous Materials.")

8.1.10 Lot Maintenance. Each Lot (including the yard and the improvements contained thereon) must be regularly maintained and repaired, and kept in a neat, clean and sanitary condition. All grass, and shrubbery on any Lot must be regularly cut or trimmed. All grass, except where otherwise prohibited by governmental regulation, shall be maintained at a maximum height of four (4) inches and shall be as weed free as good environmental practice shall permit. No boxes, bottles, cans, leaves, bedding, building materials, garbage, trash, tires, appliances or other unsightly debris may be left outside on the Lot. Except for lawn furniture used on a Lot and firewood for the personal use of an Owner (either of which must be stored in the rear of a Lot), nothing may be stored outside or on a patio.

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

8.1.11 Mailboxes and Newspaper Tubes. Mailbox design, structure, supports and locations shall be uniform in accordance with design criteria designed by the Board.

8.1.12 Mining. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board.

8.1.13 Pipes. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except garden hoses.

8.1.14 Planting. **NOTE:** The Property contains underground electrical, sewer, water and other utility lines.

8.1.15 Play Equipment. Play equipment shall not be placed on any lot without prior written approval of the ACC, shall be screened from public view, and is permitted in the rear of Lots only. Play Equipment shall include basketball hoops.

8.1.16 Private Swimming Pool. No above ground private swimming pools of any type shall be permitted. No in ground swimming pools, hot tubs, spas or jacuzzis of any type shall be permitted without prior approval of the ACC.

8.1.17 Radio Antenna. No radio antenna shall be erected, unless allowed by law.

8.1.18 Signs. No sign of any kind, unless allowed by law, other than those of the Declarant, or its designated agent, or which shall have the specific approval of the Declarant during the period of construction and sales of the Residences being constructed upon the Property, shall be displayed in public view on any Lot unless approved in writing by the ACC, except that one sign of not more than four (4) square feet advertising the Lot for sale or rent will be permitted.

8.1.19 Single Family Dwelling Use. None of the Lots shall be used for any purpose other than for a one family, non-commercial and non-industrial, Residence use except as provided for hereinafter.

8.1.20 Storage Buildings/Sheds and Accessory Structures. Gazebos, pergolas, trellises, sheds, decks and green houses are permitted in rear of Lots only

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

and shall be complimentary to the design of the dwelling. No metal outside storage buildings or Sheds shall be permitted. Gazebos, pergolas, trellises, sheds, decks and green houses shall not be permitted unless approved in writing by the ACC and then subject to the condition that if said structure is used for storage it is used only by the residents of such Lot, and used only for storage of household and lawn maintenance items.

8.1.21 Storage Tanks. No storage tanks of any kind shall be placed or maintained within or upon any Lot except at such locations and in such manner as approved by the ACC.

8.1.22 Subdivision. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.

8.1.23 Transmission Facilities. No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained, unless allowed by law.

8.1.24 Trash. Except in connection with temporary construction activities: (i) no lumber, metals, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any Lot (other than in an approved structure); (ii) No Lot shall be used or maintained as a dumping ground for any material; (iii) Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition; (iv) During construction of any improvements on the Property, the Owner shall keep any construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner; (v) 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 pickup is to be made, at such place on the Lot so as to provide access to persons making such pickup. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. If a central trash collection area is designated, the Association may regulate the use of such trash enclosures; and (vi) The ACC, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

8.1.25 Trees. No trees of any kind shall be removed from any Lot, without the express written authorization of the ACC. All trees on Lots, shall be properly maintained by the Owner of said Lot.

8.1.26 T.V. Outside television antennas and satellite dishes are permitted only as provided by law, and the specific placement of any such device requires prior written authorization by the ACC.

8.1.27 Utilities. All electric service, telephone service, cable T.V., and other utilities on the Property shall be supplied by underground service and no poles shall be permitted without written authorization of the ACC. Transformers and other facilities installed by the utility companies may be above ground, if necessary.

8.2 Use of HOA Area. No Owner shall make any private, inclusive, or proprietary use of any of the HOA Area. No Owner may attempt to dismantle, remove, alter or change in any way any structure located on the HOA Area without the express written authority of the Board of Directors.

8.3 Construction Activities. This Section shall not be construed as forbidding any work involved in the construction or upkeep of any portion of the Property so long as such work is undertaken and carried out (i) with the minimum practical disturbance to Persons occupying other portions of the Property or to existing trees and/or shrubbery; (ii) in such a way as does not violate the rights of any Person under any provisions of this Declaration; and (iii) in accordance with all applicable restrictions in the Rules and Regulations, the Resolutions of the Board of Directors and the other provisions of this Declaration. The Board of Directors may approve temporary structures for construction purposes which may otherwise be in violation of the Association Documents or the Rules and Regulations.

8.4 Uses by Declarant. Nothing in the Association Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the HOA Area for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the settlement of sales of Lots. Further, the Declarant specifically reserves the right to operate a construction office or a rental brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) to the extent permitted by law. The Declarant may assign its rights under this Subsection to or share such rights with one (1) or more other Persons, exclusively, simultaneously or

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

consecutively with respect to the HOA Area and Lots owned or leased by the Declarant or such Persons.

8.5 Rules and Regulations. The Board of Directors shall have power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or any portion thereof, which may supplement, but may not be inconsistent with the provisions of the Association Documents. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Member. Changes to the Rules and Regulations shall be published prior to the time when the same shall become effective and copies thereof shall be provided to each Owner. The Rules and Regulations shall not unreasonably interfere with the use or enjoyment of the Lots or the reasonable conduct of business on the Lots. Also, the Board of Directors may issue temporary exceptions to any prohibitions expressed or implied by this Article, for good cause shown. Nothing contained in this Article VI shall be construed to limit in any way the rights and powers of the Board of Directors or the ACC to approve or disapprove of the erection of buildings, fences, walls, or other structures or of changes or alterations to the Property as more fully provided in Article IV hereof.

8.6 Exclusion for the Declarant and Designees of the Declarant. Notwithstanding any other provision of the Association Documents, neither the restrictions in this Article nor the Rules and Regulations of the Association shall apply to any otherwise lawful acts or omissions of the Declarant or of any person designated by the Declarant from time to time in notices to the Association as long as the Declarant or such designee is engaged in development or sales, or activities related thereto, anywhere within the Property or any Additional Property.

8.7 Limitation of Use of Easement Areas. In those strips of parcels of land designated on the Subdivision Plat as "easement" areas or otherwise designated as easement areas elsewhere in this Declaration or otherwise, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the directional flow of drainage channels or obstruct or retard the flow of water through drainage channels. The reserved easement areas of each Lot and all improvements thereon (except improvements, installations or maintenance for which a public authority or utility company is responsible) shall be maintained by the Owner of the Lot.

8.8 Family Day Care and No-impact Home Based Business. Notwithstanding anything contained herein to the contrary, any Owner may use his or her residence as

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

a Family Day Care Home ("Home") or for a no-impact home based business ("Home Business") (as defined in Section 11B-111.1 of the Real Property Article, of the Annotated Code of Maryland (1999) as amended from time to time, and Title 5, Subtitle 5 of the Family Law Article of the Annotated Code of Maryland (1999), as amended from time to time, the "Family Law Article") subject to the following requirements:

8.8.1 The Owner or Day Care Provider (as defined in the aforementioned provisions of the Annotated Code of Maryland) operating the Home shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in the Family Law Article. The Owner shall provide a copy of the license to the Board of Directors prior to establishing and operating the Home and upon each renewal thereof.

8.8.2 The Owner or Day Care Provider shall obtain the liability insurance described in under §§19-106 and 19-202 of the Insurance Article of the Annotated Code of Maryland (2002) as amended from time to time, (the "Insurance Article"), in at least the minimum amount described in that Section. The Owner or Day Care Provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Board of Directors before establishing and operating the Home and upon any renewal of the policy. The Association may not require the Owner or Day Care Provider to obtain insurance in an amount greater than the minimum amounts set forth in the Insurance Article set forth above.

8.8.3 The Owner or Day Care Provider shall pay, on a pro-rata basis with other Homes then in operation, any increase in the Association insurance costs attributable solely to the establishment and operation of the Home, upon presentation of a statement from the Board setting forth the increased costs and requesting payment of same. The increased insurance costs shall be considered an Assessment against the Lot, and may be collected in the same manner as collection of Annual and Special Assessments, as set forth in Article IV of this Declaration.

8.8.4 The Owner or Day Care Provider shall be responsible for payment of a fee (the "Day Care Fee") determined by the Board of Directors, for the Home's entitlement to use of the HOA Area. The Board shall establish the Day Care Fee and shall advise all Owners or Day Care Providers operating Homes of the amount due on an annual basis. The Day Care Fee shall not be in an amount in excess of Fifty and 00/100ths (\$50.00) Dollars. Upon presentation of a statement for the annual Day Care Fee and demand for payment, the Owner or Day Care Provider shall promptly

3281 0153

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

remit payment to the Board of Directors. The Day Care Fee shall be considered an Assessment against the Lot, and may be collected in the same manner as collection of Annual and Special Assessments, as set forth in Article V of the Declaration.

8.6.5 The Board of Directors may regulate the number of Homes operating within the Association, provided that the number permitted may not be less than 7.5 percent of the total Lots within the Association.

8.8.6 Home Businesses may not use, or operate in, any HOA Area.

ARTICLE IX

9 EASEMENTS.

9.1 Utility Easements. Easements with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and any other like facilities shall be governed by the following:

9.1.1 The Declarant hereby grants and conveys to the Owner of any Lot, or the Association, the right, to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which utility installations lie, in order to repair, replace and generally maintain said installations.

9.1.2 The right granted in Section 9.1.1 above shall be only to the extent necessary to entitle the Owner or the Association full and reasonable use and enjoyment of the utilities and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area to its prior condition.

9.1.3 The Declarant, its successors and assigns reserves the right to provide exclusive access to cable and communications facilities and service to each Lot for an initial twenty (20) year term.

9.1.4 A non-exclusive, perpetual, blanket easement over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, drainage, sanitary sewer lines and facilities, pressure sewers and grinder pumps, and the like, are hereby reserved by Declarant and its successors and assigns, together with the right to grant and transfer the same during such time that Declarant or its successors and assigns is the Owner of any portion of the Property. Declarant and its successors and assigns also reserves the right to enter into the HOA Area for the

3281 0154

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

purpose of completing the improvements thereon, and on the Lots, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon.

9.2 Development Easements.

9.2.1 Easements Reserved to the Declarant.

9.2.1.1 Easement to Facilitate Development. The Declarant hereby reserves to itself, its successors and assigns, and its designees, (which shall include but not be limited to any Builder, its agents, servants, employees and sub-contractors, their agents, servants and employees) a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation: (i) temporary slope and construction easements; (ii) drainage, erosion control, and storm and sanitary sewer easements (including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; **provided, however,** that thereafter the Declarant shall restore the affected area as near as practicable to its original condition); (iii) easements for the storage (in a slightly manner) of reasonable supplies of building materials and equipment necessary to complete the improvements; and (iv) easements for the construction, installation of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

9.2.1.2 Easement to Facilitate Sales. The Declarant hereby reserves to itself and its designees the right to: (i) use any Lots owned or leased by the Declarant, any other Lot, with the written consent of the Owner thereof, or any portion of the HOA Area, as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas (provided, however, that the Declarant or its designee, as appropriate, shall remain responsible for the upkeep of any portion of the HOA Area used for the foregoing purposes); (ii) place and maintain in any location on the HOA Area and on any Lot (for a distance of fifteen feet behind any Lot line which parallels a public or private street), street and directional signs, temporary promotional signs, temporary construction and sales offices, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; **provided, however,** that all signs shall comply with applicable governmental regulations and the Declarant shall obtain the consent of the Owner of any affected

Lot or of the ACC if the Owner does not consent; and (iii) relocate or remove all or any of the above from time to time at the Declarant's sole discretion.

9.2.1.3 Storm Water Management Easement. The Declarant hereby reserves to itself and its successors and assigns an easement and the right to grant and reserve easements over and through the Property for the construction of storm water management facilities, including storm water retention and water quality areas.

9.2.1.4 Ingress and Egress Declarant further expressly reserves unto itself, its successors and assigns, and designees (which shall include, but not be limited to any Builder, its agents, servants, employees and sub-contractor, their agents, servants and employees) in addition to the above, an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of all Lots, as may be expedient or necessary for the construction, servicing and completion of Residences and landscaping upon Lots adjacent to the subject Lot, provided that such easement shall terminate upon the first to occur of (a) sixty (60) days after the final completion of all Residences and landscaping upon all Lots adjacent to the subject Lot, or (b) ten (10) years after the date of recordation of this Declaration.

9.2.1.5 Street Grading Declarant further expressly reserves unto itself, its successors and assigns, and designees (which shall include, but not be limited to any Builder, its agents, servants, employees and sub-contractor, their agents, servants and employees) the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a Residence built or to be built on such Lot, but said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. No right shall be conferred upon any Owner or Member by the recording of any plat relating to the development of the Property described herein to require the development of said Property in accordance with such plat. Declarant expressly reserving unto itself the right to make such amendments to any such plat or plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof.

9.2.1.6 Further Assurances. Any and all conveyances made by the Declarant to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in

3281 0156

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

such grants. Upon written request of the Declarant, the Association and each Owner shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested.

9.2.1.7 Duration and Assignment of Development Rights. The Declarant may assign its rights under this Section to, or share such rights with, one or more other Persons, exclusively, simultaneously or consecutively. The Declarant shall notify the Association of any such assignment or designation by the Declarant. The rights and easements reserved by or granted to the Declarant pursuant to this Declaration shall continue for so long as the Declarant or its designees are engaged in development or sales, or activities related thereto, anywhere on the Property or the Additional Property, unless specifically stated otherwise.

9.2.2 Association Power to Make Dedications and Grant Easements. The Declarant, on behalf of itself and its successors and assigns, hereby also grants to the Association the rights, powers and easements reserved to the Declarant by Sections 8.2.1 through 8.2.3 hereof. These rights, powers and easements may be exercised by the Association, subject to Article X hereof; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this Section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

9.3 Easement for Upkeep. The Declarant, on behalf of itself and its successors and assigns, hereby grants the right of access over and through any portion of the Property (excluding any improvement to any Lot) to the Association, the managing agent and any other Persons authorized by the Board of Directors, in the exercise and discharge of their respective powers and responsibilities, to make inspections, correct any condition originating in a Lot threatening another Lot, correct drainage, perform installations or upkeep of utilities, landscaping or other improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates the Association Documents. The agents, contractors, Officers and Directors of the Association may also enter any portion of the Property (excluding any improvement to any Lot) in order to utilize or provide for the upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with the Association Documents for which such Owner is responsible pursuant to Section 6.1

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

hereof, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with Sections 4.1, 4.4 and 6.1 hereof.

9.4 Easement for Support. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.

9.5 Easement and Emergency Access. The Declarant, on behalf of itself and its successors and assigns, hereby reserves unto itself and grants an easement to: (1) all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies; and (2) the Association, over and through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to any other portion of the Property. The Association is hereby authorized but not obligated to take any such measures.

9.6 Conservation Easement. The Association will monitor compliance with the requirements of any conservation easements and other restrictions imposed on Lots and/or the HOA Areas by the Planning Board and will periodically remind Owners of these restrictions.

9.7 Limitations. The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the other Association Documents) to all rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of the Association Documents, including without limitation the Association's right to regulate the use of the HOA Area and to grant easements across the HOA Area, subject to the provisions of this Declaration. Declarant expressly reserves the right to enter upon any part of the HOA Area for any and all purposes reasonably related to the construction of improvements on any Lot in the Property, and if necessarily and reasonably related to completion of the aforementioned improvements on the HOA Area, to store building supplies, construction equipment and other similar property on the HOA Area.

9.8 Sales Office, Etc. During the Development Period, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by Declarant and its designees on any part of the HOA Area and on or in any building or structure now or hereafter erected thereon. During the Development

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

Period, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by Declarant or its designees on any part of the HOA Area and on or in any building or structure now or hereafter erected thereon. Nothing contained in this Declaration shall be construed to in any way limit the right of Declarant to use any Lot owned by Declarant for the purpose of a construction office, sales office, and/or for model and display purposes and for the carrying out of the above activities, and/or storage compound and parking lot for sales, marketing, and construction.

9.9 Lot Lines. The Declarant, for itself, its successors and assigns, reserves the right to alter, amend, and change any Lot lines or subdivision plat prior to transfer of any Lot pursuant to a recorded subdivision plat. In addition, Declarant reserves the right to alter Lot lines between Lots owned by it at any time.

ARTICLE X10 ANNEXATION AND DEANNEXATION.10.1 Annexation By Declarant.

10.1.1 The Declarant, its successors and assigns, shall have the unilateral right for ten (10) years from the date of the Declaration to bring within the operation and effect of this Declaration any and all of the Additional Property. The additions authorized by this section shall be made by recording among the Land Records of Washington County, Maryland, a supplement to the Declaration, which need be executed only by the Declarant and the owners of said Additional Property if the Declarant is not the Owner thereof, which shall describe the Additional Property and state that it is subject to this Declaration. The Addendum authorized by this section shall not require the approval of the Association.

10.1.2 Other Property. Other property may be subjected to this Declaration by the Association in the following manner: Upon the written approval of the Association, after the Association has attained the assent of the holders of two-thirds (2/3) of the votes of each class of Members present in person or by proxy, at the meeting at which the vote is taken. After approval of the Association, the Owner of any real property who desires to subject it to the operation and effect of this Declaration may do so by recording among the aforesaid Land Records an Amendment

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

to this Declaration describing the additional property and stating that it is subject to this Declaration.

10.2 Deannexation. The Declarant, its successors and assigns may deannex any property annexed within the jurisdiction of the Association for a period of fifteen (15) years from the date of recordation by the Declarant of the last Supplemental Declaration annexing all or any portion of the real property described in Exhibits "A" and "B" hereto, provided that (i) the Declarant is the Owner of such property at the time of deannexation, or (ii) if the Declarant is not the Owner of such property, the Declarant deannexes such property with the written consent of the Owner thereof, provided, further, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid fifteen (15) year period shall be extended by a period of time equal to the length of the delays or an additional five (5) years, whichever is less. Such deannexed property shall no longer be subject to the covenants and restrictions of this Declaration except for (i) any easements, rights, reservations, exemptions, powers or privileges reserved to the Declarant pursuant to this Declaration which affect the deannexed property and (ii) any other easements, rights, reservations, exemptions, powers or privileges which are expressly reserved to the Declarant in the instrument effectuating such deannexation. Such deannexation shall be made by recording a Supplemental Declaration among the Land Records of Washington County, Maryland, withdrawing the effect of the covenants and restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

10.3 Amendment. Any Amendment to this Declaration subjecting Additional Property to the Declaration may contain such complementary additions and modifications of the Covenants, Conditions, Restrictions and Easements contained herein as may be necessary to reflect the different character, if any, of the Additional Property, provided they are not inconsistent with this Declaration. In no event, however, shall the Amendment to this Declaration revoke, modify or add to the Covenants, Conditions, Easements and Restrictions established by this Declaration insofar as they pertain to the property as the same exists prior to the amendment.

10.4 FHA/VA. If any Lot is security for any mortgage or deed of trust insured by the F.H.A. or the V.A., as long as there are Class B Members, the approval of the F.H.A. and/or V.A., as the case may be, shall be required prior to the annexation of any additional property. If either the F.H.A. or the V.A. determines that such detailed

3281 0160

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the annexation of the additional property must have the assent of three-fourths (3/4) of the Class A Members who are voting in person or by proxy at a meeting called for this purpose.

ARTICLE XI

11 POWERS AND DUTIES OF THE ASSOCIATION.

11.1 Discretionary Powers and Duties. The Association, through its Board of Directors, shall have the following powers and duties which may be exercised at its discretion.

11.1.1 To enforce any or all building restrictions which are imposed by the terms of this Declaration or which may hereafter be imposed on any part of the Property, provided that nothing contained herein shall be deemed to prevent the Owner of any Lot from enforcing any building restrictions in his own name. The right of enforcement shall not serve to prevent such changes, releases or modifications of the restrictions or reservations placed upon any part of the Property by any party having the right to make such changes, releases or modifications in the deeds, contracts, declarations or plats in which such restrictions and reservations are set forth; and the right of enforcement shall not have the effect of preventing the assignment of those rights by the proper parties wherever and whenever such right of assignment exists. The expense and costs of any enforcement proceedings initiated by the Association shall be paid out of the general fund of the Association.

11.1.2 To provide such light as the Association may deem advisable on streets.

11.1.3 To mow and resow the grass and to care for, spray, trim, protect, plant and replant trees and shrubs growing on the HOA Area and to pick up and remove from said property and area all loose material, rubbish, filth and accumulations of debris; and to do any other thing necessary in the judgment of the Association to keep the HOA Area in neat appearance and in good order.

11.1.4 To exercise all rights and control over any easements which the Association may from time to time acquire.

3281 0161

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

11.1.5 To create, grant and convey easements upon, across, over and under all Association properties, including but not limited to, easements for the installation, replacement, repair and maintenance of utility lines serving Lots in the subdivision.

11.1.6 To employ counsel and institute such suits as the Association may deem necessary and to defend suits brought against the Association.

11.1.7 To employ from time to time such agents, servants and laborers as the Association may deem necessary in order to exercise the powers, rights and privileges granted to it, and to make contracts.

11.1.8 The Board may delegate such of its duties, powers or functions to a management agent, as the Board shall authorize, provided that such delegations may be terminated by either party without cause on no more than ninety (90) days written notice, and with cause on no more than thirty (30) days notice. Any such contract shall have a minimum term of one (1) year and a maximum term of two (2) years. In addition, the contract shall be renewable upon the mutual consent of the Board of Directors and the management agent.

11.2 **Mandatory Power and Duties.** The Association shall exercise the rights, powers and duties necessary to administer and maintain the following: The HOA Area and all structures erected thereon. This provision hereby imposes on the Association the obligation to accept title to any HOA Area and to hold and maintain the HOA Area for the benefit of Owners and occupiers of Lots. The Association is obligated to collect and reserve suitable funds to pay for major repairs, renovations and replacement of any facilities.

ARTICLE XII

12. PARTY WALLS, PARTY FENCES, JOINT DRIVEWAYS AND SHARED IMPROVEMENTS.

The rights and obligations of the Owners with respect to Party Walls, Party Fences, Joint Driveways and similar Shared Improvements constructed as part of the original construction within the Property (hereafter, individually and/or collectively referred to as an "Improvement" or "Improvements") shall be governed by the following:

12.1. General Rules of Law to Apply. Each Improvement which is built as a part of the original construction of a Residence and placed on the dividing line between Residences shall constitute a "Shared Improvement." To the extent not inconsistent with the provisions of this Section XII, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply thereto.

12.2. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. All Owners who make use of or benefit by any Shared Improvement on a regular basis shall share the cost of the reasonable repair and maintenance of such Shared Improvement, in proportion to such use, unless otherwise agreed by such Owners. If a Shared Improvement is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners (including ordinary wear and tear and deterioration from lapse of time), then, in such event, all such adjoining Owners benefitting from the Shared Improvement shall proceed forthwith to rebuild or repair such Shared Improvement to its original condition or the condition which existed immediately prior to the damage, unless otherwise agreed by such Owners. The costs associated with rebuilding or repairing a Shared Improvement pursuant to this Section shall be in proportion to such use, unless otherwise agreed by such Owners.

12.3 Repairs of Damage Caused by One Owner and/or Resident. If any such Shared Improvement is damaged or destroyed through the act of one adjoining Owner and/or resident, so as to deprive the other adjoining Owner and/or resident of the full use and enjoyment of such Shared Improvement, then the Owner and/or resident responsible for such damage shall proceed forthwith to rebuild or repair such Shared Improvement to its original condition or the condition which existed immediately prior to the damage, without cost to the adjoining Owner and/or resident.

12.4 Changes to Shared Improvements. In addition to meeting the other requirements of this Declaration, and of any building code, zoning ordinance or similar governmental regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a residence in any manner which requires the extension or other alteration of any Shared Improvement, shall first obtain the written consent of the adjoining Owner. Such consent shall not be unreasonably withheld, delayed or denied.

12.5 Weatherproofing. Notwithstanding any other provision of this Section XII, an Owner who by his or her negligent or willful act causes the Party Wall to be

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

12.6. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section XII shall be appurtenant to the land and shall pass to such Owner's successors in title.

12.7. Driveway and Alley Ways Right of Passage. With respect to any private driveway within, and shared by the Owners of, two or more Lots, there shall be a perpetual and non-exclusive easement and right of passage on, through, over, under and across such driveway reserved to and for the benefit of the Owners of the Lots upon which the joint driveway has been built or installed. This easement shall also be reserved to and for the benefit of any Lots which such joint driveway has reasonably been designed to serve or benefit, for purposes of vehicular and pedestrian ingress and egress to and from such Lots. No person shall in any way interfere with the free and unobstructed use thereof by said Owners. No person shall interfere with the free and unobstructed use of any Alley Way on any HOA Area by any Owner.

12.8. Arbitration. Any dispute arising concerning a Party Wall, or under the provisions of this Section XII, shall be resolved by Mandatory Arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decisions shall be by a majority of all of the arbitrators. Such decisions shall be final.

ARTICLE XIII13. GENERAL PROVISIONS.

13.1 Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and/or charges now or hereafter imposed by the provisions of this Declaration and shall be entitled to recover all expenses, including reasonable attorneys fees and Court costs, incurred in enforcing same. Failure by the Association or by any Owner to enforce any restrictions, conditions, covenants, easements, reservations, liens, and/or charges herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13.2 Right of Entry. Violation or breach of any provision herein contained shall give Declarant or the Association, to the extent that any of them may have a right of

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

enforcement thereover, their respective agents, legal representatives, heirs, successors and assigns, in addition to all other remedies, the right (but not the obligation), after fifteen (15) days notice to the Owner of the Lot, to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any structure or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, except that any agent of Declarant or the Association shall be responsible for actually committing a trespass by behavior going beyond the intent of the authority conferred by this Section, in which event neither Declarant nor the Association shall be responsible for the unauthorized acts of their agents. Nothing herein contained shall be deemed to affect or limit the rights of the Association and/or Owners of the Lots within the Property, when entitled to do so, to enforce the Covenants by appropriate judicial proceedings.

13.3 No Reverter or Condition Subsequent. No provision herein is intended to be, nor shall be construed as, a condition subsequent or as creating a possibility of reverter.

13.4 Remedies. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any Person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity, including reasonable attorneys fees and Court costs incurred.

13.5 Effect of Headings. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

13.6 Mortgages. No violation of any of these Covenants shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any Mortgagee in actual possession, or any purchaser at any Mortgagees' or foreclosure sale shall be bound by and subject to these Covenants as fully as any other Owner of any portion of the Property.

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

3281 0165

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

13.8 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded and after such time they shall be automatically extended for successive periods of ten (10) years, unless, prior to expiration of the then current term, a written instrument shall be executed by the then Owners of seventy-five (75%) percent 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 forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded among the Land Records of the jurisdiction referred to in the Recitals to this Declaration. So long as there are Class B Members of the Association, this Declaration may be amended if said amendment is required by F.H.A. or V.A., or similar governmental agency, organization, or authority, without the assent of the Class A Members of the Association. The requirements of this Section do not apply to Article X pertaining to annexation and/or deannexation.

13.9 Changes and Modifications by Declarant. The Declarant shall have the right, for a period of ten (10) years following the date of recordation of this Declaration, without the consent of the Members of the Association, to modify, amend or change any of the provisions of this Declaration as deemed necessary or appropriate by the Declarant, except as provided for in Section 10.4 of this Declaration.

13.10 F.H.A./V.A. Approval. If any Lot is security for any mortgage or deed of trust insured by the F.H.A. or V.A. as long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (i) Annexation of Additional Property, (ii) amendment of this Declaration of Covenants, Conditions, Easements and Restrictions, except as to any Amendment made pursuant to Section 13.9, (iii) and any alteration, amendment or change of Lot lines or subdivision plan pursuant to this Declaration.

13.11. Conflicts. In the case of any conflict between this Declaration, the Articles of Incorporation, and the By-Laws of the Association, the Declaration shall control.

[SIGNATURES ON NEXT PAGE]

3281 0111

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

WITNESS the hand and seal of said Declarant as of the date first herein written.

ATTEST:

BEAZER HOMES CORP.,
A TENNESSEE CORPORATION

Lauren McIsaac

By: Robert Gentry (SEAL)

Attorney-in-Fact

STATE OF MARYLAND, COUNTY OF Howard.

On this 20 day of April, 2007, before me, the undersigned officer, personally appeared Robert Gentry, known to me (or satisfactorily proven) to be the person whose name is subscribed as attorney-in-fact for Beazer Homes Corp., and acknowledged that he executed the same as the act of his principal for the purposes therein contained and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Declarant Corporation.

In witness whereof I hereunto set my hand and official seal.

Lauren McIsaac
Notary Public

My Commission Expires:

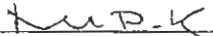
LAURENE A. McISAAC
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 1, 2007

3281 0167

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

ATTORNEY'S CERTIFICATION

This instrument has been prepared by or under the supervision of the undersigned Maryland attorney or by one of the parties named in this instrument.



Russell D. Karpook, Attorney

Post Recording Return To:

Russell D. Karpook, Esquire
FRANCOMANO & KARPOOK, P.A.
20 S. Charles Street, 4th Floor
Baltimore, Maryland 21201-3217

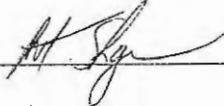
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CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

**CONSENT
ASSOCIATION**

The Greenfield at Collegiate Acres Homeowners' Association, Inc., its successor and assigns, hereby consents to and accepts the conditions, representations, and obligations imposed upon it by the Declaration and consents to the recordation of the Declaration among the Land Records of Washington County, Maryland.

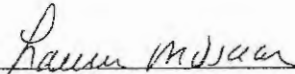
GREENFIELD AT COLLEGIATE ACRES
HOMEOWNERS' ASSOCIATION, INC.,
A Maryland Corporation

BY:  (SEAL)

STATE OF MARYLAND, COUNTY OF Howard:

I HEREBY CERTIFY That on this 20 day of April, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert Shapiro, who acknowledged himself to be the _____ President of Greenfield at Collegiate Acres Homeowners' Association, Inc., (the "Corporation") and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Corporation.

WITNESS my hand and Notarial Seal.


Notary Public

My Commission Expires: _____
LAURENE A. McISAAC
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 1, 2007

3281 01 9

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

EXHIBIT A

All that property lying in Washington County, Maryland containing fifty-two and ninety-eight one hundredths (52.98) acres of land, more or less, and being more particularly shown, designated and described as "Parcel 1" on the *Simplified Plat of Subdivision of Parcels One Through Five for Salem Avenue LLC* recorded among the Plat Records of Washington County, Maryland at Plat folio 8347 *et seq.*

The above described property being all of the same property which was conveyed unto Beazer by deed dated November 2005, from Salem Avenue LLC, a Maryland limited liability company, and recorded among the Washington County Land Records at Liber 2871, folio 0729.

**SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS****GREENFIELD AT COLLEGIATE ACRES HOMEOWNERS ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS GREENFIELD AT COLLEGIATE ACRES HOMEOWNERS ASSOCIATION, INC. ("Declaration") is made this 16th day of March, 2015 by **BEAZER HOMES CORP.**, a Tennessee Corporation, (hereinafter referred to as "Beazer").

WITNESSETH:

WHEREAS, Beazer is the Owner of certain real property located in Washington County, Maryland, in the subdivision titled "Greenfield at Collegiate Acres", (the "Property") as more particularly described on EXHIBIT "A" to the Declaration.

WHEREAS, Pursuant to the authority given to Declarant in Article XIII, Section 13.9 of the Declaration, Declarant deems it necessary and appropriate to amend the provisions of the Declaration as follows:

1. AMENDMENT OF ARTICLE XI

Section 6.2.1 of the Declaration is hereby stricken in its entirety and in its place and stead is inserted the following language.

A.) The care and maintenance of the HOA Areas and any structures erected therein, Drainage Easements; private alleys; trees left or planted by the Declarant or the Association, if any, on or within the HOA Area; and all sidewalks and curbs in front of all HOA areas; and

B.) All obligations of the Homeowners Association as set forth in the City of Hagerstown, Maryland's Resolution of Intent to Accept The Offer of Greenfield Park to the City of Hagerstown effective March 26, 2013, a copy of which is attached hereto as EXHIBIT A; and

C.) All obligations of the "Owner" as set forth in the "First Amendment to the Inspection and Maintenance Agreement of Provide Stormwater Management Facilities, by and between the City of Hagerstown, Maryland, and Beazer Homes, Corp. a copy of which is attached hereto as EXHIBIT B; and

D.) The maintenance of (mowing grass in medium and right of way, only) Terps Boulevard.

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CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

2. DEFINITIONS

Unless specified herein to the contrary, the defined terms used herein shall have the same meaning as in the Declaration.

3. TERMS AND PROVISIONS

Except to the extent the terms and provisions of the Declaration are supplemented by the terms and provisions set forth in this Second Amended Declaration, all provisions and terms of the Declaration remain in full force and effect.

4. INVALIDITY

The invalidity of any provisions of this Second Amended Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Second Amended Declaration and, in such event, all of the other provisions of this Second Amended Declaration shall continue in full force and effect as if such invalid provisions had never been included herein.

5. WAIVER

No provision contained in this Second Amended Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6. CAPTIONS

The captions contained in this Second Amended Declaration are for convenience only, and are not part of this Second Amended Declaration, and are not intended in any way to limit or enlarge the terms and provisions of this Second Amended Declaration.

7. GENDER, ETC.

Wherever in this Second Amended Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

The Declarant has caused this Second Amended Declaration to be executed and delivered in its name and on its behalf on the day and year first above written.

[SIGNATURE AND NOTARY ON NEXT PAGE]

4940 0249

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

IN WITNESS WHEREOF, the undersigned, being Beazer Homes Corp., has hereunto set its hand and seal the day and year first above written.

WITNESS:

Beazer Homes, Corp.
A Tennessee Corporation

BY:  (SEAL)

Print Name/Title: Ed Gold
Division President

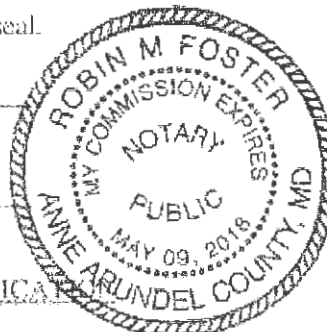
STATE OF Maryland, COUNTY OF Anne Arundel:

On this 10th day of March, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ed Gold knew to me (or satisfactorily proven) to be the person whose name is subscribed as Div. Pres. for Beazer Homes, Corp. and acknowledged that he/she executed the same as the act of his/her principal for the purposes therein contained and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets of the corporation.

In witness whereof I hereunto set my hand and official seal.

Robin M. Foster
Notary Public

My Commission Expires: 05/09/18



ATTORNEY'S CERTIFICATE

This instrument has been prepared by or under the supervision of the undersigned Maryland attorney or by one of the parties in this instrument.

R. D. Karpook
Russell D. Karpook, Esq.

Post Recordation Return to:
Russell D. Karpook, Esq.
Cohan, West & Karpook, P.C.
201 N. Charles Street, Suite 2404
Baltimore, Maryland 21201

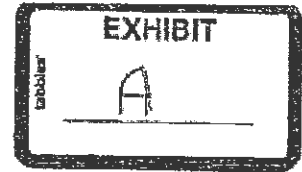
(410) 332-1400
(410) 332-4079 (FAX)

Payment of Property Tax
Not Required to Record this Instrument.
Todd L. Hershey, Treasurer TH

4/8/15

4940 0250

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY



CITY OF HAGERSTOWN, MARYLAND

RESOLUTION OF INTENT TO ACCEPT THE OFFER
OF GREENFIELD PARK
TO THE CITY OF HAGERSTOWN

WHEREAS, the City of Hagerstown is a Maryland Municipal Corporation existing under and by virtue of the laws of the State of Maryland, and

WHEREAS, Beazer Homes Corporation is developing a residential subdivision located between MD Route 58 and Maugansville Road and as part of the development plans a 2+/- acre open space to meet the requirements of the City's Land development Code, and

WHEREAS, Beazer Homes Corporation indicates they wish to offer to the City part of this open space as a public park to be named "Greenfield Park", as a park predominantly for the citizens of the neighborhood but open to the public and offer for dedication the streets in the subdivision, and

WHEREAS, the plat offering the streets and park for dedication to the City has not yet been recorded, and

WHEREAS, the Mayor and Council wish to enter into an Agreement confirming its intentions to accept the streets and park upon proper dedication to the City as aforesaid subject to certain conditions and agreements.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Hagerstown do hereby express our intention to accept the streets and park by entering into an Agreement with Beazer Homes Corporation to accept the streets and park upon proper dedication subject to the following terms and conditions:

1. The park be completed per the attached rendering plan and the standards and best practices of the Parks and Engineering Department, the construction of which shall be inspected and accepted by staff,
2. The park land will be deeded to the City,
3. The City will not rent or allow the fields to be used for organized recreation events. The City of Hagerstown will post that the open field area is not available for any type of organized league practice or play,
4. Approximately 4 to 8 parking spaces in the parking lot at the end of Hurricane Court will be designated as "park patrons only" but shall be maintained by the Homeowners Association,
5. The City's General Fund will pay the electric bill for the park lights once accepted. The path lighting in the park will be an extension of the street light circuitry,
6. No restrooms will be provided as it is primarily a "neighborhood park",
7. Water will be provided by Beazer for some minor manual irrigation (yard hydrant) and clean up only,
8. HOA will be responsible for trash pick and disposing in a centralized container. City will empty the container on a weekly (or more frequently) basis.

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CLERK OF THE CIRCUIT COURT

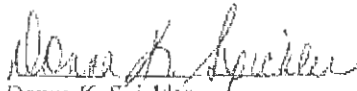
10. City will provide routine maintenance of the park including mowing, landscape care, and snow removal from paths.

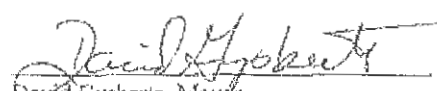
BE IT FURTHER RESOLVED, that the Mayor, Council and City Staff are hereby authorized to take such other and further action including the preparation and execution of an Agreement as may be necessary to effectuate this Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Mayor and Council for Hagerstown, Maryland that this Resolution shall become effective immediately upon its passage and the City staff shall implement this program.

WITNESS:

MAYOR AND CITY COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND


Donna K. Spickler
City Clerk


David Gysberts, Mayor

DATE OF INTRODUCTION: 3/26/2013
DATE OF PASSAGE: 3/26/2013
EFFECTIVE DATE: 3/26/2013

4940 0252

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

4812 0279

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

EXHIBIT

B

**FIRST AMENDMENT TO THE INSPECTION AND MAINTENANCE AGREEMENT
OF PRIVATE STORMWATER MANAGEMENT FACILITIES**

THIS FIRST AMENDMENT TO THE INSPECTION AND MAINTENANCE AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES ("First Amendment") is made this 3rd day of July, 2014, by and between the City of Hagerstown, Maryland, a Municipal Corporation existing under and by virtue of the laws of the State of Maryland ("City"), and BEAZER HOMES CORP., Maryland Division ("Owner").

RECITALS:

WHEREAS, City and Owner entered into a Inspection and Maintenance Agreement of Private Storm Water Management facilities recorded in the land records of Washington County Maryland on March 4, 2008 at liber 3458 folio 0588 (the "Agreement");

WHEREAS, City and Owner have agreed to amend the Agreement;

NOW THEREFORE, in consideration of the mutual covenants of City and Owner, set forth herein, the parties hereto agree as follows:

1. Paragraph One of the Agreement is hereby amended by deleting it in its entirety and inserting the following in lieu thereof:

The Owner and the City shall mutually provide for the maintenance of the stormwater management facility as constructed by the owners within the "storm water management area" shown on the above referenced plat, to ensure that the facility is and remains in proper working condition in accordance with the approved Federal, State, County and City acts, ordinances, rules and regulations. Maintenance responsibility and associated costs shall be allocated as follows:

- a. Owner shall be responsible for the mowing included but not limited to side-slopes, embankments and emergency spillway
- b. Owner shall be responsible for debris and litter removal including but not limited to floating debris which may clog outlet structures.
- c. Owner shall be responsible for nuisance control of insects, weeds, odors, rodents and algae.
- d. Owner shall be responsible for maintaining adequate stabilization of all grassed areas and the repair of all minor erosion. In addition Owner shall assure that all berms remain free of plant material with large root structures.
- e. City shall be responsible for repair, maintenance and replacement of structures including but not limited to pipes, outfalls, weirs, walls and draw down device.

2. This First Amendment may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

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CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

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CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

3. This First Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

4. Except insofar as may be inconsistent with the intent and implementation of the provisions of Paragraphs 1, above, all other terms and provisions of the Agreement shall remain in full force and effect. The Agreement and this First Amendment contain the final and entire agreement between the parties. Except as modified in this First Amendment, the Agreement is hereby ratified and remains in full force and effect. The terms and provisions of this First Amendment shall be reconciled with the terms and provisions of the Agreement to the fullest extent reasonably possible; provided, however, in the event of any irreconcilable conflict between any term or provision of this First Amendment and any term or provision of the Agreement, such term or provision of this First Amendment shall control.

5. This First Amendment shall become effective on the date last signed (the "First Amendment Date").

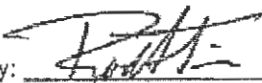
IN WITNESS WHEREOF, the parties have respectively signed and sealed this First Amendment as of the day and year first written above.

ATTEST/WITNESS:

City:

City of Hagerstown



By: 
Name: Rodney Tissue
Title: City Engineer
Date: AUG 5, 2014

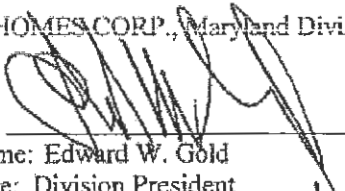
DJW H461
Aug 13, 2014 09:31 am

ATTEST/WITNESS:

Owner:

BEAZER HOMES CORP., Maryland Division



By: 
Name: Edward W. Gold
Title: Division President
Date: JULY 31, 2014

MAIL TO:
1 East Franklin St.
Hagerstown, MD 21740
attn. Rodney Tissue