

Miles & Stockbridge
7-1-01

THE VISTAS AT SPRINGDALE HOMEOWNERS ASSOCIATION, INC.

Declaration of Covenants, Conditions, Restrictions and Easements

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") is made this 24 day of May, 2001, by SPRINGDALE II, LLC, a Maryland limited liability company (the "LLC"), FORTY WEST GROUP, INC., a Maryland corporation (the "Company"), TOM N. RASMUSSEN and MICHAEL H. BODNAR (the "Trustees") and BRANCH BANKING AND TRUST COMPANY, successor to FCNB BANK (the "Bank").

RECORDING FEE
TOTAL \$ 50.00
Recpt # 32309
Bk # 5381
MAY 29, 2001 01:29 PM

R E C I T A L S

A. The LLC is the current record title owner of a certain tract of land consisting of approximately 72.24 acres, more or less, located in Frederick County and more particularly described in a certain deed dated the 7th day of November, 2000 and recorded among the Land Records of Frederick County in Liber No. 2778, folio 0001, a copy of the description contained in the aforementioned deed is hereby attached hereto as Exhibit 1 and specifically made a part hereof (hereinafter referred to as the "Property").

B. The LLC, as the successor of Springdale II Development Partnership executed a certain Property Acquisition and Subdivision Agreement dated August 31, 2000 with the Company wherein the LLC agreed to sell and the Company agreed to purchase the Property pursuant to the terms and conditions therein contained.

C. The LLC and the Company, jointly and severally, desire to subject the Property and the lots to be created therein (the "Lots") pursuant to four (4) Final Subdivision Plats to be recorded among the Land Records of Frederick County, Maryland after the date of this Declaration, prepared by Harris, Smariga & Associates, Inc., and titled "Final Plat, Lots 30-40, Section 1, The Vistas at Springdale"; "Final Plat, Lots 1-11, 28 & 29, Section 2, The Vistas at Springdale"; "Final Plat, Lots 12, 13 & 21-27 Plat 1, Section 3, The Vistas at Springdale"; and "Final Plat, Lots 14-20, Plat 2, Section 3, The Vistas at Springdale" (hereinafter referred to singularly and collectively as the "Plats"), to the Covenants, Conditions, Restrictions and Easements set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners (as such term is hereinafter defined) the cost of maintaining, managing and operating the Common Areas located within the Property, and any improvements constructed thereon.

D. The Company has caused, or will cause, a non-profit, non-stock corporation known as The Vistas at Springdale Homeowners Association, Inc. to be formed in order to perform

FREDERICK COUNTY CIRCUIT COURT (Homeowners Association Records) SKD 4, p. 1292, MSA_CE554_15. Date available 08/15/2023. Printed 12/05/2024.

certain functions on behalf of the Owners (as such term is hereinafter defined) of the Lots within the Property including, but not limited to, the enforcement of the Covenants, Conditions, Restrictions and Easements herein set forth and for the management of the common areas to be owned and/or maintained by the Association (as defined below), and the collection and the disbursement of the assessments and charges hereinafter collected.

E. The Trustees are the trustees of the Deed of Trust (the "Deed of Trust") on the Property from the LLC dated the 7th day of November, 2000, which is recorded among the Land Records of Frederick County at Liber 2778, folio 0006. The Bank is the holder of the promissory note secured by the Deed of Trust. The Trustees and the Bank are joining in this Declaration for the purpose of (i) subordinating the Deed of Trust to the legal operation and effect of this Declaration, and (ii) and by the execution of this Declaration releasing from the lien and operation of the Deed of Trust the Common Area (as such term is hereinafter defined) and all roads, streets and alleys shown on the Plats.

F. The LLC, Company, Trustees, and the Bank hereby declare that the Property shall be held, sold and conveyed subject to the Covenants, Conditions, Restrictions and Easements set forth below.

ARTICLE I

DEFINITIONS

(a) "Architectural Review Committee" shall have the meaning set forth in Article VII, Section 4 hereof.

(b) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of The Vistas at Springdale Homeowners Association, Inc.

(c) "Association" means The Vistas at Springdale Homeowners Association, Inc.

(d) "Common Area" means those areas of land, designated on the recorded Plats of the Property as either "open space", "out of area swm ponds", or "outlot dedication", intended to be owned by the Association and devoted to the common use and enjoyment of the owners of the Lots.

(e) "Company" means Forty West Group, Inc. and any successor or assign thereof to whom Forty West Group, Inc. shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, and to whom Forty West Group, Inc.

shall expressly transfer, and assign all of its rights, title and interest under this Declaration, or any amendment or modification thereof.

(f) "Development Period" means the period commencing on the date this Declaration is recorded among the Land Records of Frederick County, Maryland and expiring on the date on which development of the Property as a residential subdivision has been fully completed and all of the Lots as shown on the Plats have been deeded over to Owners (as defined below) by the Company, unless Company determines that the Development Period will terminate earlier and evidences such determination by the recording of an instrument in the Land Records of Frederick County, Maryland, expressly providing for the termination of the Development Period as of the date of such instrument.

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

(h) "Property" means all of the land shown on Exhibit 1 attached hereto and specifically made a part hereof and on the Plats more particularly referred to in Paragraph C of the Recitals to this Declaration and any other plat affecting the Property that may be or become recorded among the Land Records of Frederick County (hereinafter referred to individually and collectively where applicable as the "Plat").

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

All of the Property described in Exhibit 1 and thereafter shown on the Plats referred to in Paragraphs A and C respectively of the Recitals to this Declaration shall be, transferred, held, sold, conveyed, and occupied subject to this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1

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

SECTION 2

The Association shall have two classes of voting membership:

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

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

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

The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the seventh anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association. Provided, however, the Class B Membership shall be revived (and the Company shall again be entitled to three votes for each Lot owned by the Company) during any periods of time occurring before the seventh anniversary of the date of the Declaration, when by reason of the recordation of any Plat as a part of the Property additional Lots owned by the Company exist which, when added to the other Lots then owned by the Company, would result in the Company having more than 50 percent of the votes of the Association were the Company to have three votes for each Lot owned by the Company instead of only a single vote for each Lot owned by the Company.

ARTICLE IV

COMMON AREA

SECTION 1

The Company shall grant and convey to the Association, and the latter shall take and accept from the Company, the Common Areas shown on the Plat which is subject to this Declaration and which is being recorded among the Land Records of Frederick County, or on any other plat affecting the Property once same has been recorded among the Land Records of Frederick County, not later than the date the first Lot shown on any such recorded subdivision Plat which is improved by a dwelling is conveyed to an Owner. At the time of the conveyance the Common Area shall be free of any mortgages, judgment liens, or similar liens or encumbrances.

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

(a) The reservation to the Company, its successors, and assigns of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

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

(c) The reservation to the Company, its successors and assigns, of the beds, in fee, of all streets, avenues, and public highways shown on any subdivision Plat which includes the Common Area so conveyed.

(d) The reservation to the Company, its successors and assigns, of the right to lay, install, construct and maintain on, over, under, or in those strips across land designated on any subdivision Plat, as drainage or utility easement, revertible construction easement, future road continuation, or otherwise designated as an easement area, or on, over, under, or in any portion of any Common 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 Common Area for such purposes and making openings and excavations therein.

SECTION 2

The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit, and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except drainage, storm water, and utility systems and structures. The Common Areas may be graded, and trees, shrubs, or other plants may be placed and maintained thereon. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities, or other private uses without the prior written approval of the Association.

SECTION 3

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

SECTION 4

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

SECTION 5

The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adapted by the Association for the safety, care, maintenance, good order, and cleanliness of the Common Areas. All such terms, conditions, provisions, rules, and regulations shall inure to the benefit of and be enforceable by the Association and the Company, 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 Company shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1

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

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot.

SECTION 2

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

SECTION 3

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

SECTION 4

The rights, privileges, and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by a two-thirds (2/3) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority, or utility accepting the dedication or transfer.

ARTICLE VI

COVENANT FOR ASSESSMENT

SECTION 1

Each Owner (excluding the Company), by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest at the rate of eight percent (8%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Lot against which an assessment is made in accordance with the terms and provisions of the Maryland Contract Lien Act set forth in the Real Property Article of the Annotated Code of Maryland, Section 14-201 et. seq. as the same may be revised, amended, supplemented or modified from time to time or any successor statute providing for a procedure for the establishment and enforcement of liens created by real property covenants running with the land. Each assessment or charge, together with interest at the rate of eight percent (8%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs, and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

SECTION 2

The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the improvement, operation, and maintenance of the Common Areas, including, but not limited to, the payment of taxes, if any, (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting Authority so that the same are payable directly by the Owners thereof, in the same manner as real property taxes assessed or assessable against the Lots) and insurance thereon.

SECTION 3

Until December 31st of the year in which the first Common Area is conveyed to the Association, the annual assessment shall be \$100.00 per Lot which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by ten percent (10%) of the maximum permissible annual assessment for the previous year

without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the ten percent (10%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) Of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose.

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

SECTION 4

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

SECTION 5

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

SECTION 6

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7

The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 3 of this Article as the remaining number of months in that year bear to twelve.

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

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

SECTION 8

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

If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title thereto be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an assessment on the due date thereof.

SECTION 9

The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust

foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

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

ARTICLE VII

COVENANTS, CONDITIONS,
AND RESTRICTIONS ON LOTS

SECTION 1

The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling house, with or without a private one or two car garage, except as follows:

(a) Real estate sales, management, and construction offices may, with the prior written consent of the Company, be erected, maintained, and operated on any Lot or in any building or structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental, or sale of any part of the Property, or of improvements now or hereafter erected thereon.

(b) Any part of any dwelling house now or hereafter erected on a Lot may be used by the occupants of that dwelling for purposes of engaging in a home occupation as defined under applicable Frederick County or Town of Middleton zoning regulations, rules and ordinances now in effect or hereafter enacted having jurisdiction over the Lot (collectively hereinafter referred to the "Zoning Laws"), pursuant to and in compliance with the Zoning Laws.

SECTION 2

(a) No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, gazebo, shed or structure of any kind (collectively called "Structures") shall be commenced, erected, or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior

color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations, and approximate cost of the Structure, addition, or alteration shall have been submitted to and approved in writing by the Company. The Company shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition, or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations, and/or drainage; factors of public health and safety; the effect of the proposed Structure, addition, or alteration on the use, enjoyment, and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition, or alteration taking into account the general aesthetic values of the surrounding area. No dwelling house shall have a white roof.

(b) No Structure shall be erected, placed, altered, or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the plat therefor. Where two adjacent dwelling houses are located on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. Property perimeter fences, where approved by the Company, shall not exceed six (6) feet in height and shall not impede surface drainage. In no event shall a chain link fence be permitted on any Lot. Notwithstanding anything to the contrary set forth in the immediately preceding sentence, the Company and any successor developer or builder shall be permitted to erect and maintain chain link fencing on any Lot during construction. Privacy enclosures of open patios, swimming pools, or garden courts where approved by the Company may exceed six (6) feet in height if allowed by the Company.

(c) The floor area of a one-story dwelling house constructed on any Lot shall be a minimum of 1,800 square feet. The first floor area of a two (2) story dwelling house constructed on any Lot shall be a minimum of 1,250 square feet. Open porches and attached garages are not to be included in computing floor areas.

(d) No animals may be kept, maintained, or bred on any Lot or in any dwelling house or Structure erected thereon, except that no more than two dogs, cats, or similar domestic household pets may be kept on a Lot provided they are not kept, bred, or

maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners.

(e) No nuisance shall be maintained, allowed, or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health.

(f) Each Lot and the Structures thereon shall be kept in good order and repair and free of debris; lawns shall be seeded and mowed, shrubbery trimmed, and painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management. All grass within lawn areas shall not be permitted to grow to a height in excess of four (4) inches.

(g) No Structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No junk vehicles, vehicles without current tags and/or registration, boats, trailers, or recreational vehicles shall be regularly parked or stored on any street, or on any Lot except in a garage. No commercial or industrial vehicles such as, but not limited to, moving vans, trucks, tractors, wreckers, hearses, compressors, concrete mixers, or buses shall be parked on any street or Lot longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial or industrial vehicle relates.

(h) No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any Structure except with the written consent of the Company, except customary "For Rent" or "For Sale" signs, not larger than twelve (12) square feet in area on or in front of a dwelling house by the owner thereof.

(i) To the extent these restrictions are permitted under applicable federal, state or local laws, rules and regulations (collectively referred to as the "Statutes"), no outside television, radio antenna, or satellite dish shall be erected, installed, or maintained on any Lot, or on any Structures thereon, except that satellite dishes less than two (2) feet in diameter shall be acceptable provided it is not visible from the front of the dwelling house. In the event all or any of these restrictions are not permitted by the Statutes then the restrictions that are permitted by the Statutes shall be applicable with respect to the erection, installation or maintenance on any Lot or on any Structures thereon outside television, radio antenna or satellite dish.

(j) No permanent exterior clothes line or dryer shall be erected, installed, or maintained on any Lot, or on any Structure

thereon. Only collapsible or retractable clothes lines or dryers shall be used and they shall be collapsed or retracted when not in use and shall be located in the rear yard behind the dwelling house.

(k) The front yard of each Lot shall be kept only as a lawn, including trees, flowers, and shrubs. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles so as to create a traffic hazard.

(l) Storage sheds shall be permitted on a Lot provided they (i) are in harmony with the dwelling house; (ii) are not visible from the front of the dwelling house, and (iii) are not of metal construction.

SECTION 3

In the event the Owner of a Lot shall fail to maintain the Lot and the buildings, structures and other improvements thereon as provided herein, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings, structures and other improvements thereon to a condition of good order and repair consistent with the requirements set forth in this Declaration. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessments levied in accordance with Article VI of this Declaration.

SECTION 4

The covenants, conditions, and restrictions on the Lots set forth in Article VII (the "Covenants") shall run with and bind the Property and shall be enforceable by the Company and by the owners of all or any portion of the Property. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Company by this Declaration may be assigned or transferred by the Company to any successor developer of all or any part of the Property, and upon the expiration of the Development Period shall be assigned and transferred to the Association which shall have the authority to appoint an architectural review committee to be composed of at least three (3) members who shall be Owners of Lots. The terms of each member of the architectural review committee shall be for one (1) year. In the event the Association acting by and through its Board of Directors for any reason fails to appoint the members of the architectural review committee, then the members

of the Board of Directors shall be deemed the members of the architectural review committee. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Frederick County, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the Company by this Declaration. Enforcement of the Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant, either to restrain the violation or to recover damages.

ARTICLE VIII

RESERVED EASEMENTS

SECTION 1

Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Company over the front, side, and rear six (6) feet of each Lot for the installation and maintenance of utilities, storm water sewers, and surface drains. No Structure, planting, or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by the Company of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Company's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Company to thereby convey or release the easements.

SECTION 2

The designation of streets, avenues, roads, courts, and open spaces on any Plat referred to in Paragraph C of the Recitals or on any other plat affecting the Property is for the purpose of description only and not dedication, and the rights of the Company in the same are specifically reserved, and the Company hereby reserves to itself, its successors and assigns, the right to grade, regrade, and improve the streets, avenues, roads,

SECTION 7

Each conveyance of a Lot, or of any interest in the Lot, by the Company, shall be deemed to be subject to this Declaration, whether or not the deed conveying the Lot shall so state.

SECTION 8

The Trustees join herein for the purpose of assenting to and subordinating the Deed of Trust to the legal operation and effect of this Declaration, reserving, however, the lien and effect of the Deed of Trust on the easements, reservations, rights, and benefits reserved and retained by the LLC herein. The Bank joins herein for the purpose of assenting to and subordinating its interests under the Deed of Trust to the legal operation and effect of this Declaration, reserving, however, the lien and effect of the Deed of Trust on the easements, reservations, rights, and benefits reserved and retained by the LLC herein.

WITNESS the due execution of this Declaration of Covenants, Conditions, Restrictions and Easements by the LLC, Company, Trustees and the Bank.

ATTEST:

- LLC -

SPRINGDALE II, LLC

[Signature] By: [Signature] (SEAL) 5/26/01
Miles Circo, Authorized Date
Member

- COMPANY -

FORTY WEST GROUP, INC.

[Signature] By: [Signature] (SEAL) 5-22-01
Stephen H. Costello, Date
President

- TRUSTEES

Monica C. Gaynor [Signature] (SEAL) 5/24/01
Tom N. Rasmussen Date

Monica C. Gaynor [Signature] (SEAL) 5-23-01
Michael H. Bodnar Date

courts, and open spaces as the same may be located on any Plat referred to in Paragraph C of the Recitals or on any other plat affecting the Property, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.

SECTION 3

The Company further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body, or municipalities; to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as the Company may deem necessary for the improvement of the Property in, over, through, upon, and across any and all of the streets, avenues, roads, courts, and open spaces, and in, over, through, upon, and across each and every Lot in the easement area reserved in Section 1 of Article VIII of this Declaration or as shown on the Plat. The Company further reserves to itself, its successors, and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces, and easements to public use free and clear of this Declaration. No street, avenue, road, court, open space, or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on any Plat referred to in Paragraph C of the Recitals or on any other plat affecting the Property, without the prior written approval of the Company.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1

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

SECTION 2

The covenants, conditions and restrictions (easements, however, shall be in perpetuity) of this Declaration shall run with and bind the Property for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the Lots stating that this

Declaration shall expire at the end of the then current term. This Declaration may be amended during the first forty (40) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded among the Land Records of the jurisdiction referred to in the Recitals to this Declaration.

SECTION 3

Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Company shall have the absolute unilateral right, power, and authority during the Development period, to modify, revise, amend, supplement or change any of the terms or provisions of this Declaration, and further, provided, that until the end of the Development Period no amendment, modification or supplement may alter or affect any rights granted hereunder to Company without the prior written consent of Company.

SECTION 4

During the Development Period, the Company for itself and its successors and assigns reserves the sole and exclusive right to alter, amend and change any Lot lines as set forth on the Plat or on any other plat affecting the Property and to make any changes deemed desirable by Company on the Plat or on any other plat affecting the Property and/or any final development plan, without obtaining the consent of any other Owner or interested party.

SECTION 5

Anything contained in the provisions of the Declaration to the contrary notwithstanding, the Company may, without obtaining the consent of any Owner, mortgagee or other person, amend this Declaration or the Plat or on any other plat affecting the Property if such amendment is (in the Company's reasonable opinion) necessary to correct obvious typographical, mathematical, minor or similar errors therein.

SECTION 6

The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

BOOK 4 PAGE 1310

- BANK -

BRANCH BANKING AND TRUST COMPANY

Monica C. Haynor By: [Signature] (SEAL) 5/31/01
Date

STATE OF Virginia, CITY (COUNTY) OF Fairfax, to wit:

I HEREBY CERTIFY, that on this 26th day of May, 2001, before me, the subscriber, a Notary Public of the State of Virginia, personally appeared MILES CIRCO, who acknowledged himself to be the authorized member of Springdale II LLC ("Springdale") known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as the duly authorized member of Springdale by signing the name of Springdale by himself as the authorized member.

AS WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 6/30/03

STATE OF MARYLAND, CITY (COUNTY) OF Frederick, to wit:

I HEREBY CERTIFY, that on this 21 day of May, 2001, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared STEPHEN H. COSTELLO, President of Forty West Group, Inc. (the "Company"), and on behalf of the Company did acknowledge that he, as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Company by himself as President.

AS WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 3/23/2005

STATE OF MARYLAND, CITY (COUNTY) OF Frederick, to wit:

I HEREBY CERTIFY, that on this 27th day of May, 2001, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared TOM N. RASMUSSEN and MICHAEL H. BODNAR, who acknowledged themselves to be the Trustees named in a certain Deed of Trust dated the 7th day of November, 2000 and recorded among the Land Records of Frederick County in Liber No. 2778, folio 0006, for the benefit of BRANCH BANKING AND TRUST COMPANY (successor of FCNB Bank), known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained as the Trustees named in the aforementioned Deed of Trust.

AS WITNESS, my hand and Notarial Seal.

Monica C. Gaynor

Notary Public

My Commission Expires: 3-6-2002

STATE OF MARYLAND, CITY (COUNTY) OF Maryland, to wit:

I HEREBY CERTIFY, that on this 27th day of May, 2001, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Monica C. Gaynor, who acknowledged to be the Agent of BRANCH BANKING AND TRUST COMPANY (successor to FCNB Bank) (the "Bank") known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of the Bank by signing the name of the Bank by Robert L. Tuggle, as Agent.

AS WITNESS, my hand and Notarial Seal.

Monica C. Gaynor

Notary Public

My Commission Expires: 3-6-2002

This instrument has been prepared by the undersigned, an attorney licensed to practice law in the State of Maryland by the Court of Appeals of Maryland.

Anthony P. Palaigos

Anthony P. Palaigos

G:13169019.FinalCovenantsRestrictions
HRP052101

SCHEDULE A

All that lot or parcel of land situate, lying and being in the Middletown Election District, Frederick County, State of Maryland, and being more particularly described on **SCHEDULE A-1**, attached hereto and made a part hereof, SAVING AND EXCEPTING THEREOUT AND THEREFROM all the following lots or parcels of land:

1. All those three (3) lots or parcels of land containing 18.440 acres, 5.481 acres, and 12.514 acres, more or less, conveyed by Springdale II Development Partnership, a Maryland General Partnership, unto March Limited Partnership, a Maryland Limited Partnership, by a Deed dated February 8, 1990, and recorded among the Land Records of Frederick County, Maryland, in Liber 1623, folio 794;
2. All that lot or parcel of land containing 2,501 square feet or 0.057 acre, more or less, conveyed by Springdale II Development Partnership, a Maryland General Partnership, unto Michael A. Kremer and Betsy P. Kremer, husband and wife, by a Deed dated December 18, 1990, and recorded among the aforesaid Land Records in Liber 1697, folio 1160;
3. All that lot or parcel of land containing 2,962 square feet or 0.068 acre, more or less, conveyed by Springdale II Development Partnership, a Maryland General Partnership, unto Joseph G. Payer, Jr., and Kathy L. Payer, husband and wife, by a Deed dated December 18, 1990, and recorded among the aforesaid Land Records in Liber 1697, folio 1162;
4. All that lot or parcel of land containing 2,055 square feet or 0.047 acre, more or less, conveyed by Springdale II Development Partnership, a Maryland General Partnership, unto Stephen Craig Vigder and Gloria Ann Vigder, husband and wife, by a Deed dated December 18, 1990, and recorded among the aforesaid Land Records in Liber 1697, folio 1163;
5. All that lot or parcel of land containing 8,865 square feet or 0.204 acre, more or less, conveyed by Springdale II Development Partnership, a Maryland General Partnership, unto Terry A. Hershey and Mary C. Hershey, husband and wife, by a Deed dated April 8, 1993, and recorded among the aforesaid Land Records in Liber 1879, folio 664;
6. All that lot or parcel of land containing 3.544 acres, more or less, conveyed by Miles M. Circo, Jeanne M. Circo and Springdale II Development Partnership, a Maryland general partnership, unto Samuel T. Blatchford and Anne-Marie Blatchford, husband and wife, by a Deed dated October 30, 1995, and recorded among the aforesaid Land Records in Liber 2135, folio 1333;
7. All that lot or parcel of land containing 10,358 square feet or 0.238 acre, more or less, conveyed by Springdale II Development Partnership, a Maryland General Partnership, unto Edmund J. Gontram, Jr., and Marie C. Gontram, husband and wife, by a Deed dated November 2, 1999, and recorded among the aforesaid Land Records in Liber 2683, folio 1008;
8. All that lot or parcel of land containing 21,466 square feet or 0.493 acre, more or less, conveyed by Springdale II Development Partnership, a Maryland General Partnership, unto Frederick J. Hughes, II, as to a fifty percent (50%) interest, and Jerrie Lee Fuller-Hughes, as to a fifty percent (50%) interest, by a Deed dated November 2, 1999, and recorded among the aforesaid Land Records in Liber 2683, folio 1011;

9. All that lot or parcel of land containing 2.99 acres, more or less, conveyed by Springdale II Development Partnership, a Maryland General Partnership, unto Candace J. Ausherman by a Deed dated March 14, 2000, and recorded among the aforesaid Land Records in Liber 2690, folio 683;

thereby leaving 72.22 acres of land, more or less, the subject of this conveyance.

BEING all of the remaining lands conveyed unto Springdale II Development Partnership, a Maryland General Partnership, by a Deed from Valley, Inc., a body corporate of the State of Maryland, dated November 20, 1986, and recorded among the aforesaid Land Records in Liber 1378, folio 964.

AND BEING all and the same real estate which was conveyed unto Springdale II, LLC, a Maryland limited liability company, by a Deed from Springdale II Development Partnership, a Maryland General Partnership, bearing even date herewith and intended to be recorded prior hereto among the aforesaid Land Records.

SCHEDULE A-1

All these lots or parcels of land situate, lying and being in the Middletown Election District Frederick County, Maryland, and being more particularly described as follows:

PARCEL NO. ONE: BEGINNING for the same at the westernmost corner of that parcel of ground conveyed from Thomas O. Kline to George M. Milly and Georgia B. Milly by Deed dated December 11, 1978, and recorded in Liber 1070, folio 171, and running thence with this parcel (1) South 71 degrees 11 minutes 28 seconds East 82.99 feet to an iron pipe, thence (2) North 50 degrees 20 minutes East 185.27 feet to an iron pipe, thence (3) North 52 degrees 07 minutes 57 seconds East 192.24 feet to an iron pipe, thence (4) North 31 degrees 11 minutes 12 seconds East 192.25 feet to an iron pipe, thence (5) North 08 degrees 07 minutes 56 seconds East 141.83 feet to an iron pipe, thence (6) North 20 degrees 53 minutes 02 seconds East 331.44 feet to an iron pipe, thence (7) North 88 degrees 11 minutes 10 seconds East 127.93 feet to an iron pipe, thence (8) South 43 degrees 03 minutes 16 seconds East 1192.00 feet to an iron pipe on the outline of the entire farm and running thence with said outline (9) North 00 degrees 11 minutes 17 seconds West 1572.69 feet to a planted stone found, thence (10) North 85 degrees 06 minutes 17 seconds East 765.27 feet to a standard marker found, thence (11) North 04 degrees 28 minutes 40 seconds East 781.25 feet, thence (12) North 10 degrees 53 minutes 07 seconds West 824.81 feet to a point in Fern Lane and running thence with it (13) South 40 degrees 49 minutes 31 seconds West 294.09 feet to a point on the margin of Lot 80ne of Phil's Homestead as found recorded in Plat Book 17, page 40, and running thence with this lot (14) South 31 degrees 01 minute 25 seconds East 27.17 feet to a standard marker, thence (15) North 36 degrees 58 minutes 13 seconds East 9.92 feet, thence (16) South 13 degrees 58 minutes 35 seconds West 13.90 feet, thence (17) South 31 degrees 01 minutes 25 seconds East 243.88 feet to a standard marker found, thence (18) South 41 degrees 24 minutes 33 seconds West 342.34 feet to a standard marker found, thence (19) South 04 degrees 01 minute 46 seconds West 194.92 feet to a standard marker found, thence (20) North 40 degrees 30 minutes 21 seconds West 292.22 feet to an iron pipe found, thence (21) South 84 degrees 21 minutes 26 seconds West 1765.47 feet to a concrete monument found, thence running (22) South 12 degrees 41 minutes 18 seconds East 2335.52 feet to the place of beginning, containing 103,744 acres of land, more or less.

BEING all and the same real estate conveyed unto Valley, Inc., a body corporate, by a Deed from Thomas O. Kline, dated June 28, 1979, and recorded among the Land Records of Frederick County, Maryland, in Liber 1087, folio 40.

PARCEL NO. TWO: BEGINNING for the same at a point on the centerline of Holker Road and at the beginning of the ninth (9th) line of the land conveyed by Dwayne A. House and Helen P House, husband and wife, to Carroll D. House and Muriel R. House, husband and wife, by deed dated December 26, 1978, and recorded among the Land Records of Frederick County, Maryland, in Liber 1071, folio 587, said point of beginning shown as the southwestern most point on the Farm Lot Plat for Deer Spring Farm Lot as recorded among said Plat Records in Plat Book 19, page 139, thence as formerly surveyed by D. K. Suedliffe and Associates, Inc., and running and binding on said ninth (9th), and on the tenth (10th), eleventh (11th) and twelfth (12th) lines of said deed and on the southern outlines of said Deer Spring Farm Lot the following four (4) courses and distances, (1) North 70 degrees 51 minutes 20 seconds East 177.43 feet to an iron tee bar with Registered Land Surveyor's cap #2246 found set in the ground, (2) North 24 degrees 25 minutes 26 seconds East 355.75 feet to a standard marker found set in the ground, (3) North 46 degrees 58 minutes 47 seconds East 146.61 feet to a standard marker found set in the ground (4) North 62 degrees 15 minutes 26 seconds East 244.47 feet to a standard marker found set in the ground on the third (3rd) line of North 07 degrees West 112 perch line of the original House land, thence running and binding reversely in part on said line, (5) South 12 degrees 59 minutes 11 seconds East 353.47 feet to an iron pipe formerly set in the ground, thence running and binding on the North outline as shown on the Subdivision Plat of Section 1, Deer Spring Farms, and recorded among said Plat Records in

Plat Book 6, page 177, (6) South 62 degrees 43 minutes 24 seconds West 1,409.32 feet to a point on said centerline of said Holzer Road, thence running and binding on said centerline (7) North 19 degrees 08 minutes 42 seconds West 355.92 feet to the place of beginning, containing 12.513 acres of land, more or less, including 0.242 acres, more or less, in the right of way of Holzer Road.

BEING all and the same real estate conveyed unto Valley, Inc., a body corporate of the State of Maryland, by a Deed from Carroll O. House and Muriel R. House, husband and wife, and Dwayne A. House and Helen P. House, husband and wife, dated July 24, 1988, and recorded among the aforesaid Land Records in Liber 1128, folio 345.