

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

MEDFORD

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

MEDFORD

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 17 day of August 2004, by TOBY INVESTMENTS, LLC, a Maryland limited liability company (the "Declarant").

RECITALS

A. Declarant is the owner of certain real property located in Baltimore County, Maryland, shown on the approved subdivision plan entitled "MEDFORD", which plat is recorded among the Land and Plat Records of Baltimore County in Plat Book No. 76, at page 145.

B. Declarant intends by this Declaration to impose upon the Property (hereinafter defined) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property. Declarant intends through restrictions and special provisions set forth herein to protect the Forest Buffer Easement and its associated wetlands and streams and the Forest Conservation Easement. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property now or hereafter subjected to this Declaration.

C. Declarant has caused or will cause a non-profit, non-stock corporation known as Medford Homeowners Association, Inc. (the "Association") to be formed in order to perform certain functions on behalf of the Owners of Lots within the Property (as such terms are defined below), including, but not limited to, the enforcement of the covenants, conditions and restrictions herein set

forth, and for the management of the Common Easement Areas (hereinafter defined) to be owned by, and the easements created for the use and benefit of, the Association, and collection and disbursement of the assessments and charges hereinafter created.

D. The purpose of the Covenants, Conditions, and Restrictions contained in this Declaration is to enhance the quality of the Subdivision, and to support the maximum property value for the Declarant and the future property Owners. The Declarant and each property Owner (as defined below) have the individual right, but not the obligation to enforce the terms set forth in this Declaration against any violation by means as provided herein or by appropriate legal proceedings. The Declarant has no legal obligation to enforce the terms and conditions set forth in this Declaration but may selectively act to further its own best interests. Any lot Owner has the right to retain legal counsel to enforce any of the terms and conditions of this Declaration.

NOW, THEREFORE, Declarant covenants and declares on behalf of itself and its successors and assigns that, in furtherance of the above-described Recitals which are incorporated herein as a material part of this Declaration, the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property and which shall run with the Property and shall be binding upon 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 of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns.

ARTICLE 1. DEFINITIONS

As used herein, the following words and terms are defined to mean as indicated:

1.1. **"Architectural Committee"** shall mean and refer to the Gaylord Brooks Architectural Committee, Inc. ("GBAC"), a Maryland corporation, its successors and assigns. The Modifications Architectural Committee shall mean that committee as may be created pursuant to Section 7.1 herein below.

1.2. **"Architectural Review Criteria and House Plan Submission Checklist for the Medford Development, Reisterstown, Maryland"** shall mean the architectural review criteria and plan submission checklists (both conceptual and final checklists) applicable to all Structures (defined in Section 1.26) to be constructed on the Property (defined in Section 1.25).

1.3. **"Articles of Incorporation"** shall mean and refer to the Articles of Incorporation of Medford Homeowners Association, Inc.

1.4. **"Association"** shall mean and refer to the Medford Homeowners Association, Inc., a Maryland corporation, as formed or to be formed by Declarant.

1.5. **"Association Property"** shall mean all of those areas identified as "HOA Area" on the Plat.

1.6. **"Board of Directors"** means the Board of Directors from time to time of the Association.

1.7. **"By Laws"** shall mean and refer to the corporate by laws of the Association as amended from time to time.

1.8. **"Common Easement Areas"** within the Property shown on the Subdivision Plat(s) or reserved in this Declaration in Sections 3.4, 3.12, 3.13 and including, but not limited to easements for the common benefit of the Owners, Fire Suppression Tank Easements and all Association Property to be used for the purposes described in detail herein, including but not limited to the construction of fencing, signage, entrance monuments/walls or landscaping and/or maintenance thereof.

1.9. **"County Easements"** shall mean, collectively, the Forest Buffer Easement (defined below), the Forest Conservation Easement (defined below) and any and all other easements to be dedicated to Baltimore County, Maryland as shown on the Plat (defined below).

1.10. **"Declarant"** shall mean Toby Investments, LLC and its successors and assigns, to which it shall specifically convey or otherwise transfer its right, title and interest to all or any part

of the Property and in so doing expressly designates the transferee or transferees as a Declarant hereunder.

1.11. "**Development Period**" shall mean and refer to the period commencing on the day this Declaration is recorded in the Homeowner's Association Depository of Baltimore County, Maryland (the "Depository"), and/or the Land Records of Baltimore County, Maryland, and expiring on the date on which development of the Property as a residential subdivision has been completed (all public or common-use private improvements installed) and all of the Lots have been deeded to the contract purchasers thereof by the Declarant.

1.12. "**Development Plan**" shall mean the approved Final Development Plan for Medford and any and all amendments thereto approved in accordance with the Baltimore County Zoning Regulations, the Baltimore County Development Regulations and/or this Declaration.

1.13. "**Dwelling**" shall mean the principal structure constructed on a Lot for residential living purposes.

1.14. "**Entranceway Easement Area**" means areas within the Property reserved in this Declaration in Section 3.13, designated as easements to be used for the construction, reconstruction, maintenance and repair of entrance signage, monuments and associated landscaping, all as more particularly described herein.

1.15. "**Fire Suppression Easement**" shall mean all of that land area identified on the Subdivision Plat as 'Fire Suppression Easement' and any easement agreement attendant thereto and shall be subject to the restrictions contained in this Declaration and to all rules, laws, regulations, ordinances, covenants, and requirements of applicable County, State and Federal governmental and quasi-governmental authorities.

1.16. "**Fire Suppression Tank**" shall mean that underground water tank installed in the Fire Suppression Easement.

1.17. "**Forest Buffer Easement**" or "**Forest Buffer Easement Area**" shall mean any Forest Buffer Easement as designated on the recorded Subdivision Plat for Medford (as defined below) and any easement agreement attendant thereto.

1.18. "**Forest Conservation Easement**" or "**Forest Conservation Easement Area**" shall mean any Forest Conservation Easement as designated on the recorded Subdivision Plat for Medford (as defined below) and any easement agreement attendant thereto.

1.19. "**Lot**" or "**Lots**" shall mean any of the lots of ground shown on the recorded Subdivision Plat(s), as hereinafter defined, designated as Lot Nos. 1 through and including 19.

1.20. "**Lot 15**" shall mean the lot shown on the Plat as "Lot 15" comprised of 1.174 acres, more or less.

1.21. "**Member**" shall mean all persons or entities, collectively, who are an Owner (as defined below) of any Lot. Notwithstanding the foregoing, the Owner of Lot No. 15 shall not be a Member of the Association.

1.22. "**Owner**" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot or, if a Lot is subject to a reversion reserved in a lease redeemable pursuant to Title 8 of the Real Property Article, Annotated Code of Maryland, the owner of the leasehold interest, and not the holder of title as such of the reversionary interest; including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.23. "**Parcels A & B**" shall mean Parcel 'A' and Parcel 'B' as shown on the recorded Subdivision Plat.

1.24. "**Plat**" shall mean the Subdivision Plat as defined below.

1.25. "**Property**" shall mean that certain property identified as Lot Nos. 1 through and including 19, all Association Property and Parcels A & B, together with all road areas, road widening areas, easements and stormwater management reservation areas as shown on the Subdivision Plat defined in Section 1.28.

1.26. "**Structure**" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, or bath house, coop or cage, covered or uncovered patio, swimming pool, spa, Jacuzzi, basketball apparatus, play sets, clothesline, radio, television or other antenna, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, mailboxes, landscape, hedge, trees, shrubbery, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the property (or any part thereof) of more than twelve (12) inches from that existing at the time of first ownership by a Class A Member hereunder, as defined in Article 4 hereof.

1.27. "**Subdivision**" shall mean the recorded Subdivision Plat of "Medford".

1.28. "**Subdivision Plat**" shall mean the recorded subdivision plat(s) of the Property

entitled "Medford" and recorded or intended to be recorded among the Land Records of Baltimore County, Maryland, prior hereto.

1.29. "**Utility Easement(s)**" shall mean the easements identified as drainage easements and utility easements or utility easements herein or on the Subdivision Plat for "Medford".

ARTICLE 2. PROPERTY RIGHTS

2.1. **Grant of Lots and Parcels A & B.** Declarant shall hereafter hold, grant and convey the Property, and any parts thereof, including Lots, Parcels A & B and Common Easement Areas, subject to the covenants, conditions and restrictions herein set forth or incorporated herein by reference, which are for the benefit of, binding upon and shall run with the land, and are for the benefit of Declarant, Baltimore County, the Association, the Owners, their heirs, personal representatives, successors and assigns. Declarant shall convey Common Easement Areas to the Association (excluding, however, any easement areas and other areas not intended to be conveyed) at such time as Declarant determines, in its sole discretion, is appropriate. The Association shall take title to the Common Easement Areas free and clear of all encumbrances, except this Declaration and all other matters of record when conveyed by Declarant.

2.2. **Public Easements.** The Declarant is required, as part of the approval(s) of subdivision of the Property, to dedicate certain environmental, drainage and other easements to Baltimore County, Maryland. Declarant shall convey the Property, and any parts thereof, including the Lots or any one of them, subject to the covenants, conditions and restrictions set forth in all such easements delivered or required to be delivered to Baltimore County, Maryland, each of which is incorporated herein by reference, and which shall be binding upon and shall run with the Property.

2.3. **Owners' Easements of Enjoyment.** Every Owner of a Lot shall have a right and nonexclusive easement of enjoyment in and to the Common Easement Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.3.1. The rights of the Declarant as set forth in this Declaration.

2.3.2. The right of the Association to prescribe reasonable rules and regulations governing the use of the Common Easement Areas.

2.3.3. The right of the Association to assess annual and/or special fees for the maintenance, replacement and/or improvement of the Common Easement Areas.

2.3.4. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, or to suspend such voting rights for any period not to exceed ninety (90) days for any infraction of published rules and regulations.

2.3.5. The rights granted and conveyed to others or reservations for conservation easements, fire suppression easements, general utility easements, access and signage easements, foot path or walking trail easements, stream buffer easements, sediment control easements, easements described herein and forest buffer and all other easements shown and delineated on the Subdivision Plat.

2.4. **Maintenance Obligations of the Association.** The Association shall improve, manage, operate, insure, inspect, repair, replace, restore and maintain the Common Easement Areas together with any items of personal property placed or installed thereon and any area dedicated to a public or governmental entity if such entity fails to properly maintain such area, as from time to time improved, all at its own cost and expense, and shall levy against each Member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the foregoing described areas, which proportionate share shall be determined based on the ratio which the number of Lots owned by the Member bears to the total number of Lots then laid out or established on the Property. The foregoing obligations of the Association shall also include performing, at its own expense, maintenance of any entrance monuments for the Community, including any such signs located within a public right-of-way and/or Lots.

2.5. **Utility Lines.** Each Owner shall be solely responsible for the care and maintenance of any sanitary or on-site sewer, water, gas, electric, telephone, storm sewer, cable television or other utility conduits or lines that serve exclusively such Owner's Dwelling. In the event such conduits or lines are in need of repair and/or replacement and any portions thereof are located in, under and/or through an abutting Lot or property of any abutting Lot Owner, the Owner so repairing and/or replacing such lines shall have the right to enter upon and is hereby granted an easement to enter in and onto the front ten (10) feet of the Lot of an abutting Lot Owner to perform such repair and/or replacement. The Owner so entering shall perform such construction and/or work as promptly as possible and shall take due precautions and care not to damage the Lot and/or property of the abutting Lot Owner and shall indemnify and hold any such abutting Lot Owner harmless in connection with such entry and work. To the extent that the abutting Lot and/or property is dug into, displaced, disturbed and/or dismantled, the abutting Lot and/or property shall, immediately upon the completion of the repair and/or replacement, be returned to the same condition as existed prior to such work being commenced by the Lot Owner performing the work.

ARTICLE 3. RESERVED RIGHTS OF DECLARANT

3.1. **Reservation of Rights.** The Declarant reserves an easement to exercise its right at any time, prior to or subsequent to conveyance of individual Lots, to enter upon any of the Property, to complete, in its sole discretion, development of the Property; such development including but not limited to planting, replanting, clearing, grading, filling, forestation activities, afforestation and reforestation activities and the like as may be necessary to comply with all requirements of Baltimore County and the State of Maryland in connection with the approvals of the Subdivision Plat.

3.2. ***Waiver of Restrictions and Covenants.*** The Declarant, its successors and assigns, reserves the right to waive such portion of the Restrictions and Covenants placed on the Property as the Declarant deems necessary or in the best interest of the development as determined by the Declarant. All waivers shall be in writing and a copy thereof shall be filed with the Declarant and a copy thereof shall be available to all Lot Owners upon request.

3.3. ***Special Limited Power of Attorney.*** DECLARANT RESERVES THE RIGHT TO SIGN ON BEHALF OF ANY INTERESTED PARTY OR LOT OWNER SUCH WAIVERS OR CONSENTS AS MAY BE REQUIRED BY BALTIMORE COUNTY, CONSENTING TO THE ALTERATION OF THE FINAL DEVELOPMENT PLAN, THE SUBDIVISION PLAT AND/OR THE 1ST REFINEMENT - SITE DEVELOPMENT PLAN.

3.4. ***Easements.*** A non-exclusive, perpetual, blanket easement over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, drainage, utility, sanitary sewer lines and facilities, pressure sewers and grinder pumps, and the like, is 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 the Property. In addition, easements along all property lines or as otherwise shown on the Subdivision Plats are reserved by the Declarant for the installation and maintenance of utilities and drainage facilities ("**Utility Easements**"), and for Forest Buffer Easements, the Forest Conservation Easements and Fire Suppression Easements, if any, all as shown on the Subdivision Plats. The Declarant reserves the right to execute any confirmatory documents which may be required to create or maintain such easements. In addition thereto, the Baltimore Gas and Electric Company, Verizon Telephone Company and any cable television company operating in Baltimore County having the requisite authority and power to provide such service to the Owners of the Lots, shall have the right to place upon the Lots, at such locations as may be deemed necessary by them, electrical transformers, transformer pads, telephone pedestals, and television cable (collectively the "**Distribution Systems**"). The aforesaid companies shall also have the right to use the roads located within the Subdivision for purposes of maintaining their respective Distribution Systems. No Structure, planting or other material shall be placed or permitted to remain upon any Lot which in the opinion of Declarant and/or the Architectural Committee, may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. The Declarant reserves the right to place fencing within said easements as is desirable in its discretion, provided however, that such fencing shall not interfere with said easements. In addition to the above: i) the Baltimore County Department of Environmental Protection and Resource Management (or any successor agency) shall have the right to enter upon the Lots from time to time for the testing of water wells drilled thereon; and ii) the Baltimore County Fire Department and any agency or contractor designated by it shall have the right to enter upon the Fire Suppression Easement area for purposes of maintenance, filling and using the water contained in any tank installed therein and the like. The Property is also subject to those certain easements created by a reservation of rights for access at various points within the Property for the purpose of inspection of the County Easements 8.25), as shown on the Subdivision Plats and provided in the

Forest Conservation and Forest Buffer Declaration 8.25 (as defined in Section 8.25 herein).

3.5. *Development Easements.*

3.5.1. Easements Reserved to the Declarant.

3.5.1.1. Easement to Facilitate Development. The Declarant hereby reserves to itself and its designees, commencing on the date of this Declaration and expiring at such time as all development and warranty work has been fully completed in Declarant's sole and absolute judgment, a non-exclusive blanket easement over and through the Property for all purposes related to the development and completion of improvements on the Property, including without limitation: a. temporary slope and construction easements; b. 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; and c. easements for the construction, installation and upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

3.5.1.2. Easement to Facilitate Sales. The Declarant hereby reserves to itself and its designees the right to: a. use any Lots owned or leased by the Declarant, and any other Lot with the written consent of the Owner thereof, as models, management offices, customer service offices or sales office parking areas; b. place and maintain in any location on the Common Easement Areas and the storm water management area, and on any Lot, 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 Architectural Committee if the Owner does not consent; and c. relocate or remove all or any of the above from time to time in the Declarant's sole discretion.

3.5.1.3. Landscaping Easement. The Declarant hereby reserves and subjects the Property to an easement in perpetuity running with the land in favor of itself and the Association, over the Utility Easements and Common Easement Areas, for the purposes of installing trees, bushes, plants, flowers, fencing, landmarks and other landscaping as part of the Property; and for the further purpose of maintaining and replacing said landscaping in a neat and orderly manner. The Association shall be required to mow, mulch and otherwise rework the easement area as may be necessary to keep the easement at all times up to the Association's standards, provided that nothing contained herein shall relieve an Owner from the responsibility of mowing grass and otherwise maintaining his Lot. After the Declarant has installed any fencing, and/or landscaping, the maintenance and replacement of such and the maintenance of the area surrounding any of the above areas, including, but not limited to, the mowing of grass, shall be the responsibility of the Association. In the event that the Members elect to replace the signs, fencing, and/or landscaping, plans and specifications for same must be submitted to the Architectural Committee for approval.

3.5.1.4. 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 and upkeep of storm water management facilities, including storm water retention areas. The Declarant shall also have the right to allow adjacent properties to tie their storm water management facilities into the storm water management facilities for the Property; provided, however, that the Owners of such adjacent properties agree to bear a portion of the expense of upkeep for the storm water management facilities for the Property in such amount as may be deemed appropriate by the Declarant. Declarant shall also have the right to convey storm water management facilities and easements over any Lot or Common Easement Areas at any time.

3.5.1.5. Relocation Easements. The Declarant hereby reserves unto itself the right to relocate, change or modify, from time to time, any and all streets, roadways and utility easements which may be located within the Common Easement Areas and to create new streets, roadways and utility easements therein.

3.5.1.6. Completion Easements and Rights of Declarant. Declarant further reserves unto itself, for itself and its successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property, including any Common Easement Areas which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community. Specifically, none of the provisions in this Declaration concerning architectural control or use restrictions shall in any way apply to any aspect of the Declarant's development or construction activities and notwithstanding any provisions of this Declaration, none of the Declarant's construction activities or any other activities associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right for itself, and its respective successors and assigns, to store materials, construction debris and trash during the construction period on the Property without keeping same in containers. The foregoing includes, without limitation, an easement for Declarant to exercise its right at any time, prior or subsequent to conveyance of individual Lots, to enter upon any of the Property to complete, in its sole discretion, development and subdivision of the Property; such development and subdivision shall include, but shall not be limited to, tree cutting, grading and filling in order to install roads, Storm water management facilities, storm drains and utilities, and to do any and all work necessary to convey storm drainage over, across or under Lot(s) as may be required.

3.5.1.7. Grading Easements. Declarant expressly reserves unto itself the right at or after the time of grading of any street or to such other Lot 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 dwelling 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.

3.5.1.8. Common Easement Area and Lot Easements.

3.5.1.8.1. Utilities. The Declarant hereby expressly reserves unto itself and hereby grants to any utility company, to whom the Declarant may grant, convey, transfer, set over and assign the same, or any part thereof, the right to discharge surface water on and to lay, install, construct, and maintain, on, over, under or in those strips across land designated on the Plat, as "Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", "H.O.A. Area", "Common Easement Area", and within the area designated as "Landscape Easement" on Lot No. 1 or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Easement Areas or Lots, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, 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 Easement Areas and Lots for such purposes and making openings and excavations therein, provided that same be corrected and the ground be restored and left in good condition.

3.5.1.8.2. Sediment Control Ponds/Facilities. The Declarant hereby expressly reserves unto itself the right to continue to use and maintain any sediment control ponds or facilities located on any Common Easement Areas and/or Lots.

3.5.1.9. Maintenance Easements. Each Owner hereby grants an easement to the Association and its agents in order for the Association to perform any and all repair and maintenance of Lots which the Association is either required to perform hereunder or elects to perform pursuant to the provisions of this Declaration.

3.5.2. 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 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.

3.5.3. 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 rights and easements reserved by or granted to the Declarant pursuant to this 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, unless specifically stated otherwise.

3.5.4. 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 hereunder. These rights, powers and easements may

be exercised by the Association, subject to any other provisions herein; 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.

3.6. ***Easement for Upkeep.*** The Declarant hereby reserves unto itself and hereby grants 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, the right of access over and through any portion of the Property for purposes of upkeep of the Property, including, without limitation, the right to make inspections, correct any condition on a Lot or in the Common Easement Areas, correct drainage, perform installations or upkeep of utilities, landscaping, retaining walls or other improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates this Declaration. The agents, contractors, officers and directors of the Association may also enter any portion of the Property (excluding any improvement) 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 this Declaration for which such Owner is responsible pursuant to this Declaration, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with the terms hereof.

3.7. ***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.

3.8. ***Easement for 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.

3.9. ***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 Articles of Incorporation and By-Laws of the Association) to all rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of such documents, including without limitation the Association's right to regulate the use of the Common Easement Areas, to grant easements across the Common Easement Areas, to dedicate portions of the Common Easement Areas and to mortgage the Common Easement Areas subject to the provisions of this Declaration.

3.10. **Sales Office, Etc.** 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.

3.11. **Forest Buffer/Conservation Easement.** Any Forest Buffer Easement and/or any Forest Conservation Easement, as shown on the Plat, has been established pursuant to County regulations and adopted policies (as presently enacted) for the purpose of protecting wetlands, streams and forests/wooded areas associated with the Forest Buffer Easement and/or Forest Conservation Easement. The intention of this easement, including restrictions and limitations on uses permitted within it, are further outlined in the Forest Buffer Easement Agreement/Forest Conservation Easement and/or Covenants required by the Baltimore County Code and as the same may be recorded among the Land Records of Baltimore County, prior or subsequent hereto. Those covenants and this Declaration prohibit the erection of fences, structures and the placement of signs within any such easement areas unless the same are approved or required by Baltimore County for the delineation of the Easement Areas. Reasonable use of any Lot or Parcels A and B does not include violating the restrictions as set forth in the Forest Buffer Easement Agreement or the Forest Conservation Easement Agreement or the specific restrictions applicable to either as set forth in this Declaration.

3.12. **Landscaping Easement.** The Declarant hereby reserves for itself and the Association an easement in perpetuity over the Utility Easements for the purpose of landscaping the Utility Easements. In addition, although the maintenance and replacement of landscaping shall be the responsibility of the Owner of each Lot and this easement shall extend to such maintenance and replacement, at the option of the Association.

3.13. **Creation of and Use/Maintenance of Entranceway, Landscaping, Fencing, and Sign Easement Area - Lot No. 1.** The Declarant hereby reserves for itself and its specific assigns and the Association an easement in perpetuity, in, on, over and under Lot No. 1 shown on the Subdivision Plat, running with the land in favor of itself and its specific assigns and the Association, for the purposes of installing trees, bushes, plants, flowers, signs, walls, fencing, landmarks, lighting and other landscaping as part of the entrance to the Property, subject to the approval of the Architectural Committee; and for the further purpose of maintaining and replacing said landscaping, signs, landmarks and lighting in a neat and orderly manner. If improved or landscaped, the Association shall be required to mow, regrade, mulch and otherwise rework the easement area as may be necessary to keep the entrance at all times up to the Association's standards. After the Declarant has installed an entrance sign and/or wall, if any, the maintenance and replacement of the sign and/or wall and the maintenance of the area surrounding the sign and/or wall, including, but not limited to, the mowing of grass, shall be the responsibility of the Association. In the event that the Members elect to replace the sign and/or wall installed by Declarant, if any, or to install such a sign and/or wall on its own, plans and specifications for the proposed sign and/or wall must be submitted to the Architectural Committee for approval. No entrance sign may be erected without the prior

written approval of the Architectural Committee. The Entranceway Easement is established hereby to provide for entry, access and to construct, reconstruct, maintain, replace, repair, enlarge, change, modify, electrify and/or remove such entrance monuments, signs, walls and associated landscaping as the Declarant and/or the Association deem necessary or desirable in their respective, sole judgment.

3.14. **Modifications of Plan/Plat.** The Declarant, for itself, its successors and assigns, reserves the right, with respect to any Lot while owned by Declarant, pursuant to an amendment to the Final Development Plan, Subdivision Plat or Site Development Plan, to alter, amend and change any lot lines, home orientation, well area, septic area and development envelope as may be shown on one or more of such plans or the Plat.

ARTICLE 4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1. **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.

4.2. **Voting.** The Association shall have two (2) classes of voting membership:

4.2.1. **Class A.** Class A Members shall be all Owners (with the exception of Declarant and the Owner of Lot No. 15). Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

4.2.2. **Class B.** The Class B Member shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease, and shall be converted to Class A membership on the happening of the first to occur of the following events:

4.2.2.1. Upon the expiration of the Development Period; or

4.2.2.2. At such time as the Declarant, in its sole discretion, determines is suitable and if such determination is made prior to the expiration of the Development Period then Declarant shall evidence this decision by recording an instrument in the Land Records of Baltimore County specifically referring to this provision.

4.3. **Exclusion of Lot No. 15.** The Owner of Lot No. 15 shall not have voting rights in the Association and such Owner shall not be a member of the Association.

ARTICLE 5. COVENANT FOR MAINTENANCE ASSESSMENTS

5.1. ***Creation of Lien and Personal Obligations of Assessments.*** Declarant, for each Lot hereby covenants, and 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, (ii) special assessments for capital improvements, (iii) additional assessments, all such assessments to be established and collected as hereinafter provided and (iv) any monetary penalties levied for violation of covenants or rules. The annual, special and additional assessments, and any such penalties, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless assumed by them. Declarant and any Lots which Declarant owns shall be exempt from payment of any assessment hereunder. In addition, Lot No. 15 and its Owner shall be exempt from liability for payment of any type of assessment.

5.2. ***Purpose of Assessments.*** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Lots within the Property, for the improvement and maintenance of the Common Easement Areas, including without limitation the Entranceway Easement Areas and the Fire Suppression Tank (including the filling and refilling thereof), and to fund all necessary insurance for the said Common Easement Areas and the Fire Suppression Easement and Fire Suppression Tank and for the directors and officers of the Association, and as is otherwise consistent with the rights and responsibilities of the Association hereunder and for the benefit of the Members.

5.3. ***Reserve Fund.*** The annual assessments shall include an amount adequate to establish a reserve fund for replacement of capital improvements in the Common Easement Areas and annual maintenance of the Fire Suppression Tank (including the filling and refilling thereof). A proportionate amount of each assessment payment received by the Association applicable to the reserve fund shall be received and held by the Association.

5.4. ***Maximum Annual Assessment.***

5.4.1. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment shall be the aggregate of Seven Hundred Fifty Dollars (\$600.00) for each Lot, payable annually.

5.4.2. From and after such date, the maximum annual assessment may be increased each year by not more than twenty percent (20%) of the maximum annual assessment for the previous year without a vote of the membership of the Association.

5.4.3. From and after such date the maximum annual assessment may be increased above the twenty percent (20%) 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 duly called for such purpose.

5.4.4. The Board of Directors of the Association may fix the annual assessment or charges against each Lot at any amount not in excess of the maximum. Subject to the limitations set forth in this Section, and for the periods therein specified, the Association may change the maximum and the basis of the assessments prospectively for any period provided that any such change shall have the assent of two-thirds (2/3) of each class of Members of the Association, voting in person or by proxy, at a meeting duly called for such purposes.

5.5. **Special Assessments.** 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 Common Easement Areas, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association, provided that any such assessment shall have the assent of seventy-five percent (75.0%) of the votes of the Members at a meeting duly called for this purpose.

5.6. **Notice and Quorum for Any Action Authorized under Sections 5.4, 5.5 .**

Written notice of any meeting called for the purpose of taking an action authorized under Sections 5.4 or 5.5 shall be sent to all Members not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of Members shall constitute a quorum. If the required quorum is not present, further meetings may be called subject to the same notice requirement, and the required quorum at any subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.7. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, or other periodic basis not more often than monthly, or less often than annually, as provided by the Board of Directors.

5.8. **Additional Assessments.** Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.

5.9. **Surplus Receipts.** Any surplus of receipts over expenses of the Association for any fiscal year shall be either applied to reduce the assessments necessary to meet the budget adopted

by the Association for the next fiscal year or refunded by the Association to each Owner, and the refund may be prorated among the Owners (and former Owners), including Declarant, who have paid the prior years' assessments, based upon the portion of the previous fiscal year that each such Owner (or former Owner, including Declarant) shall have held record title to the Lot, as determined in the sole discretion of the Board of Directors.

5.10. ***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 from the Declarant to an Owner. The first annual assessment shall be fixed by the Board of Directors and shall be adjusted according to the number of months remaining in the fiscal year. Thereafter, 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. The due dates shall be established by the Board of Directors.

5.11. ***Duties of the Board of Directors.***

5.11.1. Commencing with the first fiscal year of the Association, the Board of Directors shall determine the amount of the maintenance assessments annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of Annual Assessments may be levied and collected on a monthly, quarterly or semi-annual basis rather than on the annual basis herein above provided for. Any Member may prepay one or more installments of any maintenance assessment levied by the Association, without premium or penalty.

5.11.2. The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association, which shall provide, without limitation, for the management, operation and maintenance of the Common Easement Areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Record Owner upon reasonable notice to the Board of Directors. Written notice of the annual maintenance assessments shall thereupon be sent to all Members of the Association. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. For so long as there is one or more Class B Member, the annual assessment shall become effective when fixed by the Board of Directors. Where there is no longer any Class B Member, the budget and assessments shall

become effective unless a special meeting of the Association is duly held and at such special meeting the budget and the assessments are disapproved by at least a majority of the Class A Members of the Association. No Member may exempt itself from liability for maintenance assessments by abandonment of any Lot owned by such Member or by the abandonment of such Member's right to the use and enjoyment of the Common Easement Areas.

5.11.3. The Association shall, upon demand at any time, furnish to any Record Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A charge not to exceed ten dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

5.12. *Effect of Nonpayment of Assessments; Remedies of the Association.* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, and shall be subject to a reasonable late charge in an amount established from time to time by resolution of the Board of Directors, and the Board of Directors shall have the right to declare the entire balance of the annual assessment and accrued interest thereon to be immediately due and payable. In addition, the Owner shall be liable for all costs of collecting any such assessment, including attorney's fees and court costs. The Association may bring an action at law against the Owner personally obligated to pay the same and/or, without waiving any other right, may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Easement Area or abandonment of her/his Lot.

5.13. *Maryland Contract Lien Act.* The Association may establish and enforce the lien for any amounts due hereunder 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 herein or awarded by a court for breach of any of the covenants herein, provided there be but one satisfaction of each and every claim when made.

5.14. *Subordination of the Lien to Mortgages.* The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage or deed of trust now or hereafter placed against a Lot, unless such lien for assessments hereunder has been duly recorded as such among the Land Records of Baltimore County, Maryland prior to the recording of such mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, any contract purchaser of a Lot shall be entitled, on written request to the Association, to a statement in writing from the Association setting forth the amount of any unpaid assessments against the Owner of the Lot due the Association and such purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the Owner-Grantor or the Lot in excess of the amount set forth in such statement. The sale or transfer of any Lot pursuant to foreclosure, or any proceeding in lieu thereof, of a mortgage senior in priority to the assessment

lien, 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 any lien therefor.

ARTICLE 6. MAINTENANCE

6.1. ***Owner's Responsibility.*** Subject to the restrictions and provisions in the Forest Conservation and Forest Buffer Declaration, the Owner of each Lot shall keep such Owner's respective Lot, and all improvements thereon, in good order and repair, including; but not limited to, the seeding, watering and mowing of all lawns and yards, installation and maintenance of drainage swales within the boundaries of the Lot, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Association or the Architectural Committee, any Owner fails to perform the duties imposed hereunder, the Association on affirmative action of a majority of the Board of Directors or the Architectural Committee, after fifteen (15) days written notice to the Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition within such fifteen (15) day period, 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 and/or the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Owner of the Lot, and as an additional assessment as contemplated in Section 5.8 hereof, on the Lot and enforced in the same manner and under the same terms as Sections 5.11, 5.12 hereof. In the event the Association elects not to maintain any portions of the Common Easement Areas which are part of an Owner's Lot, such affected Owner(s) shall maintain all those portions of the Common Easement Areas that are part of their Lot.

6.2. ***Association's Responsibility.*** The Association shall maintain and keep in good repair the Common Easement Areas and similar areas, as well as the Fire Suppression Easement and Fire Suppression Tank, all shown on the Plat, and, at its option, may maintain the Utility Easements, such maintenance to be funded out of the Association's funds. In addition, the Association may, upon resolution of the Board of Directors, maintain any area dedicated to a public or governmental entity if such entity fails to properly maintain such areas, including, without limitation the storm water management reservation area shown on the Plat. The maintenance shall include all landscaping and other floras, Structures and improvements situated upon the Common Easement Areas and the filling and refilling of Fire Suppression Tank to the extent required by law or regulation. Any grass areas shall be mowed regularly and, open space shall be maintained by the Association as either lawn areas or wildflower meadows. In addition to any other provisions herein, all cultivated beds shall be weeded and mulched on an as-needed basis and all plant materials shall be maintained and/or replaced as necessary surrounding any entrance areas serving the Property and islands located within the roads located in the Subdivision. All County Easements shall be maintained according to sound forestry practices and in accordance with forest conservation and forest buffer regulations. Any walking or natural trails shall be kept clear of debris and shall receive periodic maintenance.

Naturalized landscaping shall be maintained to insure health and vigor. Any Structures within the Common Easement Areas shall be maintained in good condition. There are hereby reserved to the Association blanket easements over the Property as necessary to enable the Association to fulfill its responsibilities under this Declaration, including without limitation, this Section.

6.3. ***Responsibility for Fire Suppression Tank & Easement.*** The Association shall be required to maintain the Fire Suppression Tank and the Fire Suppression Easement in accordance with all applicable law, rule and/or regulation and in accord with any requirement(s) of any insurer providing insurance to the Association and/or Owners in connection with the Fire Suppression Tank and the Fire Suppression Easement.

6.4. ***Private Storm Drain System - Lot Nos. 12, 13, 14 & 16.*** As part of the approval of the Medford development, Baltimore County has required that all roof down-spouts and any yard inlets required at driveway low points shall be conveyed by underground pipe(s) from the improvements on Lot Nos. 12, 13, 14 & 16 to the public storm drain system. The Owner(s) of Lot Nos. 12, 13, 14 & 16 shall maintain all such underground pipe(s) on their respective Lots at their respective expense. Baltimore County reserves the right to inspect and enforce this provision.

ARTICLE 7. ARCHITECTURAL REVIEW

7.1. ***Compliance with Architectural Review; Construction.*** No Structure, building, fence, wall, garage, sign, pool, pool house, racket sport or hand-ball court, game facilities, play equipment, or other Structure of any kind, including any driveway, walkway, clothes line, and outside lighting shall be commenced, constructed, erected or maintained on any Lot, nor shall any addition (including awnings and screens) to, change, or alteration therein (including any retreatment by painting or otherwise of any exterior part thereof) be made in structure or color of any improvements, nor shall any regrading change of any Lot contour or any other work of any nature (collectively, "Alterations") be commenced or performed which may result in a change of exterior appearance of any improvements until the final plans, color scheme, location, exterior plans and details, driveway plans and location, proposed topographic changes, landscape plans, and such other information as the Architectural Committee may request, have been submitted to and approved in writing by the Architectural Committee. The Architectural Committee may appoint a Modifications Architectural Committee to render approvals of all items requiring approval other than the basic and initial construction of residence on each Lot. It is intended that following completion of construction of all initial residences on the Lots, the Architectural Committee may, in its sole and absolute discretion, relinquish all or any of its power and authority to the Modifications Architectural Committee, whose members thereafter shall be appointed by the Board of Directors of the Association, or alternatively, the Architectural Committee may retain such power and authority until such time as the Architectural Committee deems suitable. Where reference is made herein to the Architectural Committee, it shall mean the Modifications Architectural Committee also, to the extent the Architectural Committee has delegated such authority to the Modifications Architectural Committee.

7.2. **Architectural Guidelines.** Architectural guidelines and criteria pertaining to the design of and construction materials for homes, fencing, driveways, entrances, mailboxes, swimming pools, tennis courts, outdoor lighting and operating systems, or other structures will be provided to the Owner of each Lot by the Architectural Committee, upon this request of the Owner, prior to architectural design and construction.

7.3. **Drawings/Plans.** A set of working drawings for the site development plan and construction plan, once approved, shall be immediately furnished to the Architectural Committee. The site development plan shall at a minimum show the proposed location of the driveway and the proposed location of the house as well as any incidental structures. The construction plans, in addition to showing adequate design and construction detail, must also specifically show all exterior material to be used on the house in detail necessary to adequately identify said material. In addition, all exterior grades must be shown in detail.

7.4. **Submissions of Plans.** There is a two phase submission of all plans and specifications. The first phase, which can not be bypassed, skipped or waived, is the conceptual phase and the second phase is the final phase. *The submission of incomplete plans, materials and/or other documentation as described herein will NOT be reviewed.* All submissions of plans and specifications for approval as to new construction of Structures or modifications or alterations on the Lot shall be presented to the Architectural Committee (at the address designated below) as follows:

7.4.1. **Conceptual Submission:** Every Lot Owner shall be required to submit to the Architectural Committee a conceptual site design, location and exterior elevation plans and specifications in advance of submitting for final approval and **as early in the dwelling design/site alteration process as possible.** At a minimum, the plans and specifications submitted at the conceptual stage shall include, but not be limited to: orientation of all proposed Structures and/or alterations on the Lot; the relationship of all proposed Structures and/or alterations to all existing improvements on adjacent lots and all applicable easements, setbacks (including without limitation zoning, forest buffer, conservancy areas, etc.), rights-of-way, etc; proposed grading and limits of grading; and preliminary exterior elevations, lighting and design features (collectively, the "Conceptual Submission"). **Approval by the Architectural Committee of the Conceptual Submission is required in advance of submitting final plans and specifications for approval by the Architectural Committee.** The Conceptual Submission shall be made using the Conceptual Submission Plan Checklist included as part of the *Architectural Review Criteria and House Plan Submission Checklist for the Medford Development, Reisterstown, Maryland*, copies of which are available from the Architectural Committee.

7.4.2. **Final Submission:** Every Lot Owner shall be required to submit to the Architectural Committee, final site design, location and exterior elevation plans and specifications for approval by the Architectural Committee as required herein in advance of constructing any Structure and/or alteration on the Lot. The plans and specifications submitted for final approval by

the Architectural Committee shall include, but not be limited to: final orientation of all proposed Structures and/or alterations on the Lot; the relationship of all Structures and/or alterations in their final design location to all existing Structures/ improvements on adjacent lots and all applicable easements, setbacks (including without limitation zoning, forest buffer, conservancy areas, etc.), rights-of-way, etc; finish grade elevations and limits of grading; and final exterior elevations, lighting and design features (collectively, the "Final Submission"). Approval by the Architectural Committee of the Final Submission is required in advance of construction or alteration of any Structure. The Final Submission shall be made using the Final Submission Plan Checklist included as part of the *Architectural Review Criteria and House Plan Submission Checklist for the Medford Development, Reisterstown, Maryland*, copies of which are available from the Architectural Committee.

7.5. Review Standards. The Architectural Committee will meet only provided that it has received one or more complete, conceptual or final submissions of plans, materials and documentation. The Architectural Committee shall consider applications for approval of plans, specifications, etc. (both Conceptual and Final Submissions, as defined herein), upon the basis of conformity with this Declaration and any rules or regulations adopted by the Architectural Committee and shall be guided by the extent to which such proposal 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; change in topography, grade elevations and/or drainage; adequacy of sediment controls with specific emphasis on the protection of the County Easements, specifically the Forest Buffer Easement Area and its associated wetlands and streams and the Forest Conservation Easement Area; the effect of the proposed improvements or alterations 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 surrounding area. Each Lot Owner is hereby notified that all information regarding the orientation, location and layout of all Structures, driveways, garages, etc. as shown on the Subdivision Plan and/or the final Development Plan, is schematic in nature only and the Architectural Committee shall not be bound by the information shown thereon in its review and/or approval of either the Conceptual or Final Submission of plans and specifications as described and required herein.

7.6. Approval. All requests for approval of plans and specifications for Structures or alterations shall be decided by the member(s) of the Architectural Committee in its sole discretion. The Architectural Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable, in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Committee from time to time shall be submitted to the Architectural Committee by mail, messenger or in person. The Architectural Committee shall charge non-refundable processing and review fees for conceptual and final plan submissions as specified in the *Architectural Review Criteria and House Plan Submission Checklist for the Medford Development, Reisterstown, Maryland*, as amended from time to time. Revisions to the final plans as approved

which are desired by the Lot Owner or the Lot Owner's representative shall be submitted in the same manner as for final plan approval and shall be accompanied by a non-refundable fee of \$350 per submittal. The Architectural Committee shall not be required to maintain copies of any final plans and specifications submitted pursuant to the provisions of this Article 7, as denied, approved or approved as modified. A letter referencing such plans will then be sent to the applicant for its records. Every approved Structure constructed on the Lots must be completed in every exterior detail within twelve (12) months of breaking ground for such construction. Material samples, if not sooner retrieved by Owners, will be disposed of ten (10) days following approval.

7.7. Disapproval of Plans. In any case where the Architectural Committee shall disapprove the plans and specifications submitted or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be communicated in writing to the Owner. In any such case, the Architectural Committee 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, the final decision of the Architectural Committee is binding.

7.8. Commencement of Construction Without Approval. The commencement of construction of any home, dwelling or Structure on a Lot, by or for the benefit of any Owner, without first obtaining approval from the Architectural Committee shall result, in addition to any other remedy that may be provided in this Declaration or otherwise, in a penalty of \$1000 immediately due and payable by the Owner to the Architectural Committee. Each occurrence of construction without first obtaining approval from the Architectural Committee shall be a separate offense, with each offense subject to the \$1000 penalty, together with all other available remedies.

7.9. Specific Construction Criteria. The Architectural Committee shall not approve any Plan if any of the following special construction criteria are violated:

7.9.1. No exterior security lights shall be installed on any structure higher than thirty-five feet (35') from the ground; no exterior security lighting fixture shall be installed which is greater than 250 watts; and all exterior security lighting, except motion sensitive flood lighting, shall be minimized and shall be directed inward and downward toward the Dwelling.

7.9.2. The sediment control plans and other Plans must adequately protect the County Easement areas and the associated wetlands and streams.

7.9.3. There shall be no disturbance of or within the area of the County Easements.

7.10. Failure to Act. The Architectural Committee will be deemed to have approved any plans and specifications submitted to it pursuant to the provisions of this Article if the committee fails to approve, approve with modifications, disapprove or request additional information for, such plans and specifications (and all materials and information required by the Architectural Committee) within thirty (30) days after complete submission as specified in the *Architectural Review Criteria*

and House Plan Submission Checklist for the Medford Development, Reisterstown, Maryland, (incorporated herein by reference and a copy of which is to be provided to each Owner of a Lot; additional copies are also to be available from the Architectural Committee).

7.11. **Certificate of Compliance.** Upon the completion of any construction of the alterations or other improvements or Structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, at the request of the Owner, issue a Certificate of Compliance which shall be *prima facie* evidence that such construction or alterations have been approved by the Architectural Committee, and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

7.12. **Post - Construction Maintenance.** After construction, all Structures and/or alterations shall be maintained continuously in strict conformity with the plans and specifications so approved. Any exterior addition to or change or alteration made without application having first been made to and approval obtained from the Architectural Committee shall be deemed to be in violation of this covenant and the addition, change or alteration so made may be required to be restored to the original condition at the Owner's costs and expense. In any event, no such exterior addition to or change or alteration shall be made without approval and permits therefor having first been obtained by the Owner from the applicable governmental authorities.

7.13. **Non-approved Structures.** If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, in violation of the provisions hereof, such Structure or new use shall be removed or discontinued, and such use shall be terminated so as to extinguish such violation. If within fifteen (15) days after notice from the Declarant or any Owner of such violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the party providing notice shall have all rights, at law or equity including, without limitation the right to seek judicial enjoinder of such violation.

7.14. **Committee Compensation.** The members of the Architectural Committee shall serve without compensation unless specifically approved by the Declarant. The Architectural Committee may, however, engage paid professional advisors as it deems necessary to assist in the review of plans. These costs are to be borne by the Architectural Committee.

7.15. **Architectural Committee Rules.** The Architectural Committee, to the extent of its functions hereunder and rights specifically provided herein, may, adopt and promulgate, amend, modify and/or repeal reasonable rules, guidelines, policies, standards and regulations regarding the administration, interpretation and enforcement of the provisions of Article 7 and Article 8 of this Declaration. Declarant grants to the Architectural Committee, its successors and assigns, the right to waive as to any Lot or all Lots, such portion or portions of covenants and restrictions set forth in this Declaration as the Architectural Committee, in its sole discretion, may deem advisable in the

reasonable interests of the Medford Community without impairing the validity or enforceability of these covenants and restrictions in any manner whatsoever.

7.16. **Conditional Approval.** In granting any permit, authorization, or approval, as herein provided, the Architectural Committee may impose any appropriate conditions or limitations thereon as it shall deem advisable under the circumstances of each case.

7.17. **Variance.** The Architectural Committee may authorize, in its sole and absolute discretion, variances from compliance with any guideline or procedure when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules, guidelines and/or regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing or (b) estop the Architectural Committee from denying a variance in other circumstances. For the purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

7.18. **Liability.** Neither the Architectural Committee, its successors and/or assigns, nor any *bona fide* representative or agent thereof shall be responsible in any way for any defects in any Plans and Specifications, or any other plans and specifications, submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans and Specifications or any other plans and specifications.

7.19. **Performance Deposit.** The Architectural Committee shall have the right and may do so as a condition of architectural approval to require the Owner to deposit in escrow (non-interest bearing) with the Architectural Committee a Performance Deposit in an amount not to exceed Ten Thousand Dollars (\$10,000.00) (the "Performance Deposit"). If after written notice of a violation of these or any other restrictions affecting the Lot, the Owner fails to remedy such violation within thirty (30) days, the Architectural Committee may draw upon the Performance Deposit as necessary to correct said violation. The Architectural Committee shall provide Owner with written documentation of any debits against the Performance Deposit. Upon completion of the dwelling in accordance with the plans and specifications approved by the Architectural Committee, the balance of the Performance Deposit shall be promptly returned to Owner. For illustrative purposes, the Architectural Committee shall be entitled to draw upon the Performance Deposit for such violations including, but not limited to, repair to construction entrance, repair/installation of sediment control on a Lot, removal of trash/debris, enforcement of non-approved structures, and legal fees related to enforcement. In its sole and absolute discretion, the Architectural Committee may waive this provision.

7.20. **Special Provisions Affecting Lot 15.** Any existing Structures located on Lot No. 15, which Lot is shown on the Plat, shall be excluded from the requirements of architectural approval under this Article 7, provided, however, that any exterior changes shall require approval as described

in this Article 7; and further, provided, that due to the nature of the existing Structures on Lot No. 15, Declarant or the Architectural Committee may, from time to time, waive any or all of the provisions of this Declaration affecting the use or architecture of such Lot and the Structures thereon. Furthermore, notwithstanding any other provisions of this Section 7.17 and Sections 4.3.3 and 5.1, the Owner of Lot No. 15, and the Structures located thereon shall be subject to all remaining provisions of this Declaration.

ARTICLE 8. USE RESTRICTIONS

8.1. **Residential Use.** Lots will be used for private residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling per Lot, not to exceed three stories in height, excluding basement, with a private two or more attached car garage. All garages shall be located and designed so as to be entered from the side or rear of the dwelling. No garage opening shall be oriented toward any public or private street or roadway providing access for all Lot Owners to the Property. All dwellings shall be constructed in accordance with the guidelines promulgated by the Architectural Committee, a copy of which shall be provided to the prospective purchasers of any Lot along with a copy of this Declaration. Notwithstanding anything herein to the contrary, pursuant to Section 11 (B)-111.1 of the Real Property Article of the Annotated Code of Maryland (the "Code"), "No-impact home-based businesses" are permitted upon the Lots subject to the following requirements:

8.1.1. Owners shall notify the Association before operating a No-impact home-based business.

8.1.2. No-impact home-based businesses are expressly prohibited in any Common Easement Areas.

8.1.3. Such additional requirements as may be specified by the Board of Directors of the Association, to the extent permitted by applicable law. The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11B-111.1 of the Code, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

8.1.4. For purposes hereof, a "No-impact home-based business" means a business that:

8.1.4.1. Is consistent with the residential character of the dwelling;

8.1.4.2. Is subordinate to the use of the dwelling for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling;

8.1.4.3. Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a No-impact home-based business;

8.1.4.4. Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland or any local governing body designated as a hazardous material; and

8.1.4.5. Does not involve a significant increase in traffic within the community or require any vehicles to park on the roads located in the Community.

8.2. **Subdivision.** No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise after conveyance by the Declarant, except for: 1) the authority reserved unto the Declarant in this Declaration; and 2) the creation by an Owner of any non-density tract from a Lot after approval by Declarant and by Baltimore County, Maryland. Nothing herein shall be interpreted to imply Declarant's implicit or explicit approval of the creation of any such non-density tract as each request for such action will be reviewed and approved or disapproved on an individual, case-by-case basis by Declarant, in its sole and exclusive judgment. No approval by Baltimore County of the creation of any non-density tract is to be implied or assumed either by this Declaration or any action of the Declarant.

8.3. **Motor Vehicles.** No recreational vehicles, such as, but not limited to all boats, boat trailers, house trailers, trailers, trucks, commercial vehicles, campers, non-passenger vehicles and the like may be parked or kept in on any Lot without providing an approved, suitable enclosed storage area and without first obtaining the written approval of the Declarant herein, which approval shall be revocable at any time and without cause by the Declarant. No motorized bikes, all terrain vehicles or similar type recreational vehicles may be operated on any Lot or any portion of the Property.

8.4. **Pools.** No above ground pools shall be permitted to be constructed or maintained on any Lot.

8.5. **Animals.** No live poultry, hogs, cattle, horses, ponies, or other similar livestock shall be kept on any Lot. A maximum of two (2) dogs and two (2) cats is permitted, provided that they are properly housed and cared for, that they do not become a nuisance to neighbors or adjoining property owners and are restricted to the Owner's property. No animal shall be permitted beyond the lot lines of the Owner's Lot unless the animal is leashed or carried and is under the control of a responsible person. No household pet shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon request of any Owner, the Board of Directors shall determine, in its sole discretion, whether for the purposes of this paragraph a particular animal shall

be considered a "similar domestic household pet" or its actions have constituted a "nuisance," or it has been property kept "under the control of a responsible person." Owners shall promptly clean all litter deposited on any Lot or Common Areas by their household pets. The Board of Directors may require removal from the Property of any pet found to be in violation of this section or of any rules duly adopted by the Board of Directors. Pets shall be registered, licensed and inoculated as required by law.

8.6. **Trash.** All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition, and:

8.6.1. During construction of any approved Structure on a Lot, the Owner shall keep the 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. During the construction of the initial dwelling on any of the Lots shown on the Subdivision Plat, each such lot shall be required to have an on-site refuse container for construction debris and the same will be removed as required to prevent the overflow of trash and debris from said container, and neither trash nor debris will be buried or burned on-site; and

8.6.2. Trash or other refuse that is to be disposed of by being picked up and carried away on a regular and reoccurring basis, may be placed in the open, at such place on the Lot so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property.

8.7. **Antenna.** No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a Lot outside of a dwelling, except on the following terms:

8.7.1. An Owner may install, maintain and use on its Lot one (or, if approved, more than one) Small Antenna (as hereinafter defined) in the rear yard of a dwelling on the Lot, at such location, and screened from view from adjacent dwellings in such a manner and using such trees, landscaping or other screening material, as are approved by the Architectural Committee. Notwithstanding the foregoing terms of this subsection, (i) if the requirement that a Small Antenna installed on a Lot be placed in the rear yard of a dwelling would impair such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Lot where such installation, maintenance or use would not be impaired; (ii) if and to the extent that the requirement that such Small Antenna be screened would result in any such impairment, such approval shall be on terms not requiring such screening; and (iii) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on a Lot would result in any such impairment, then such Owner may install on such Lot additional Small Antenna as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

8.7.2. In determining whether to grant any approval pursuant to this Section, neither Declarant, the Architectural Committee nor the Board of Directors shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

8.7.3. As used herein, (i) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, section 1.4000, as hereafter amended; and (ii) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

8.8. **Signs.** Other than signs deemed necessary and appropriate by the Declarant or its specific successors and assigns, 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 Declarant or the Architectural Committee, except customary "For Sale" signs of standard size in the industry, on or in front of the dwelling house by the Owner thereof.

8.9. **Single Family Occupancy.** All dwellings constructed on any Lot shall be designed for single-family occupancy. Single-family occupancy shall not be construed to prevent the erection of a Dwelling with an attached apartment or living area for use by a member or members of the Lot Owner's family. Residential use shall not prohibit a home office use of the property provided the owner of said Lot complies with the applicable zoning regulations of Baltimore County. Private residential use shall not prohibit acquisition of the property for investment purposes or for acquisition by a contiguous property owner who does not intend to erect a residential dwelling in the immediate future.

8.10. **Additional Structures.** No structure of a temporary character, such as, but not limited to, a trailer, shack, or tent, shall be placed or used on any Lot as a residence or for storage, or as an auxiliary building, either temporarily or permanently.

8.11. **Clearing Lots.** No more than an aggregate total of seven thousand (7,000) square feet of wooded area on any Lot may be cleared without the express written authorization of the Architectural Committee, and in accordance with a clearing plan submitted to, and approved by, the Architectural Committee. In the event the Architectural Committee grants approval to exceed the 7,000 square foot clearing limit, as a condition of said approval, the Architectural Committee may require the Owner to mitigate said clearing by providing additional landscaping and plantings.

8.12. **Lawn Maintenance/Foundation Landscaping.** Each Lot shall be kept free from rubbish and trash of any kind, clean and with lawns neatly mowed a minimum of six (6) times per growing season, so that grass and weeds do not exceed five (5") inches in height. In the event the Owner of any Lot does not properly maintain his or her Lot, the Declarant, or its employees, shall have the right to enter upon said Lot to cut and remove the grass, weeds, rubbish or trash and the

Owner of any Lots so benefitted shall pay reasonable charges for such services as determined by the Declarant or its designee. Those areas within the Forest Buffer Easement Area and/or the Forest Conservation Easement Area, as shown on the Plat, shall be maintained as prescribed in the respective, recorded Easement Agreement. Specifically, this Forest Buffer Easement Agreement prohibits mowing any area within the easement. Notwithstanding the above, upon specific request to the Architectural Committee, permission will not be unreasonably withheld, delayed or conditioned for a Lot Owner to allow the Forest Buffer Easement Area to extend beyond the limits of the Forest Buffer Easement Area or to establish forested area(s) on that Owner's Lot. All Lots shall have a landscape package that includes foundation plants generally situated across the front and sides of the Dwelling as approved by the Architectural Committee.

8.13. **Noise and Nuisances.** No nuisance shall be maintained, allowed or permitted on any part of any Lot and no use thereof shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to the neighborhood. Musical instruments, radios, televisions and record players, CD players and the like shall be used at all times only in such manner as not to unreasonably disturb persons on other Lots.

8.14. **Driveways.** Owners shall be responsible for providing driveway access to their homes from the paved public roadway to which their Lot is adjacent. All driveways shall be paved with a hard durable surface, such as macadam, tar and chip, concrete or other similar material. Paving shall be completed no later than one (1) year from the date of commencement of construction of the Dwelling on said Lot. NO BERM SHALL BE ALLOWED ALONG THE PROPERTY LINE OF ANY LOT AND ANY PUBLIC ROAD WHICH WILL IN ANY WAY INHIBIT THE WATER COURSE INTENDED IN THE APPROVED ROAD DESIGN.

8.15. **Grade.** No change in ground level may be made on any Lot in excess of one foot in height over existing grades without the written approval of the Declarant obtained prior to the commencement of work.

8.16. **Restoration.** Any Structure on any Lot which may be destroyed in whole or in any part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on the Lot for more than sixty (60) days.

8.17. **Tanks.** No fuel tanks of any kind shall be permitted on any portion of the Property, excepting tanks for heating oil or propane which shall be buried on the Lot served. This provision shall not be interpreted or applied so as to prohibit 20 lb. propane tanks (or smaller) attached to moveable gas grills.

8.18. **Construction Entrance.** A construction entrance twelve feet by fifty feet (12' x 50') must be built on each Lot by the Owner prior to construction and shall consist of not less than eight inches (8") of crushed stone and shall be maintained during construction to minimize sediment

runoff and damage to the road system adjacent to the construction site.

8.19. **Roadway Damage.** Any DAMAGE TO ANY PUBLIC OR PRIVATE ROADWAY OR DRIVEWAY AREAS INCLUDING, BUT NOT LIMITED TO, DAMAGE RESULTING FROM IMPROPERLY INSTALLED AND/OR MAINTAINED CONSTRUCTION ENTRANCES, SHALL BE THE SOLE RESPONSIBILITY OF EACH OWNER OF ANY LOT CAUSING SUCH DAMAGE, DIRECTLY OR THROUGH SUCH OWNER'S AGENTS, CONTRACTORS, MATERIALMEN, SUB-CONTRACTORS OR INDEPENDENT CONTRACTORS.

8.20. **Environmental Control.** The Declarant has entered into an agreement with the Baltimore County Department of Environmental Protection and Resource Management to adhere to the following "Water Quality Best Management Practices" and, by the acceptance of a Deed conveying any Lot, the Owner thereof covenants to adhere to the same:

8.20.1. All areas except that used for buildings, sidewalks and paving, will be planted with vegetated cover and/or landscaped as soon as possible after final grading and maintained in such condition.

8.20.2. Dirt and debris accumulating on roadways will be removed according to the following schedule: May through October, concurrent with grass mowing; November through April, as required.

8.20.3. Snow removal will be by mechanical means except in severe snow and ice conditions, when deicing compounds may be used.

8.20.4. Application of fertilizers, herbicides and pesticides will not exceed recommendations of the University of Maryland Cooperative Extension Service.

8.20.5. Filling will not occur in grassed or lined drainage ditches or swales.

8.21. **Permitted Hours of Work During Initial Construction.** The permitted hours of exterior work ("**exterior work**" being defined for the purposes of this Section as 'construction activity during the construction of the initial dwelling on any of the Lots within the Property which generates noise emanating beyond the property line of said Lots') shall be as follows: i) Monday thru and including Friday, 7:00 a.m. until Sundown; ii) Saturday, 8:00 a.m. until Sundown; and iii) no exterior work on Sunday, with appropriate allowances for unforeseen and/or unanticipated weather conditions and other delays.

8.22. **Utilities.** All utilities must be buried. No overhead lines are permitted within the Subdivision, except as approved in writing by the Architectural Committee, subject to the provisions of Section 3.2 hereof.

8.23. **Fences.** Subject to the provisions of Section 3.2 hereof and the Guidelines, no fence of any kind or size shall be built or permitted to remain on any part of any Lot except as approved by the Architectural Committee as to location, height, materials used, design, color and other pertinent visible characteristics.

8.24. **Use of Common Easement Area.** The use of Common Easement Areas, if any, open spaces or the like on the Property for any organized recreational activities shall be subject to prior written approval of the Architectural Committee.

8.25. **Forest Conservation and Forest Buffer Easement Areas** Any portion of the Common Easement Areas or Lots designated and shown on any recorded Subdivision Plat of all or a portion of the Property as forest conservation easement and/or forest buffer easement (collectively, the "FC/FB Areas") shall remain in a natural, undisturbed state and will not be developed, or improvements erected thereupon by the Declarant, its successors or assigns, the Association, or any Owner, except those of a minor nature necessary for such intended use and permitted by applicable law. All Owners shall be subject to the provisions of any recorded declaration of covenants, conditions and restrictions (the "Forest Conservation and Forest Buffer Declaration") pertaining to the FC/FB Areas. Each Owner agrees to provide Declarant, its agents and any other party to the Forest Conservation and Forest Buffer Declaration full access to their Lot at any time for the purposes of complying with the Forest Conservation and Forest Buffer Declaration and to otherwise comply with all provisions of the Forest Conservation and Forest Buffer Declaration.

8.26. **Baltimore County Access Easement.** The duly authorized employees and representative of Baltimore County shall have the right to enter upon the Property for the purpose of performing necessary inspection, maintenance and repair to any completed storm water management facility, and until such time as the storm water management facility is dedicated to Baltimore County, when such maintenance or repair is not satisfactorily completed by the Owner thereof within a reasonable time, to assess such Owner for the costs thereof.

8.27. **Non-Interference with Utilities.** No Structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. No poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

8.28. **Tree Removal** No Owner shall have the right to remove any of the healthy growing trees which have a diameter of six inches (6") or more located on any of the Lots within the Subdivision except upon Architectural Committee approval.

8.29. **Family Day Care** The use of any Lot within the Property as a "family day care home" (as such term is defined in Section 11B-111.1 of the Real Property Article, Annotated Code of Maryland, 1996 Repl. Volume, as the same may be amended from time to time), is prohibited

to the extent such prohibition may be enforced under Section 11B-111.1. In the event such prohibition may not be enforced under Section 11B-111.1, then family day care homes shall be controlled by the following conditions:

8.29.1. The Owner or day care provider (as defined in Section 11B-111.1) operating the family day care home ("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 Title 5, Subtitle 5 of the Family Law Article. The Owner or day care provider shall furnish a copy of the license to the Architectural Committee prior to establishing and operating the Home and upon each renewal thereof.

8.29.2. The Owner or day care provider shall obtain the liability insurance described in Section 19-202 of the Insurance Article, Annotated Code of Maryland (2002 Replacement Volume), 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 Architectural committee before establishing and operating the Home and upon any renewal of the policy.

8.29.3. The Owner or day care provider shall pay, on a pro-rata basis with other Homes then in operation in the Subdivision, any increase in the insurance costs of the Association attributable solely and directly to the operation of the Home, upon presentation of a statement from the Architectural Committee 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 under the Maryland Contract Lien Act.

8.29.4. The Owner or day care provider shall not use any of the Common Easement Areas for any purpose directly or indirectly relating to the operation of the Home.

8.30. ***Additional Remedies of Association*** Notwithstanding any other provision herein contained and the rights and remedies of the Declarant, the Association and the Lot Owners, if any Lot Owner shall violate any of the restrictions, requirements, obligations, agreements or commitments set forth in this Article VIII (collectively a "Breach"), the Association (based upon a determination by a majority of the Board of Directors or upon direction from the Architectural Committee) shall have the right (but not the obligation) to notify the Lot Owner of such breach whereupon the same shall be cured by the Lot Owner within fifteen (15) days after such notice is given by the Association to the Lot Owner. If within fifteen (15) days after notice from the Association of such Breach, the Lot Owner shall not have cured such Breach, or, if such Breach cannot be cured within fifteen (15) days, taken reasonable steps toward curing the Breach, the Association, through its agents and employees, shall have the right (but not the obligation) to enter upon the Lot and to take such steps as it deems necessary to cure the Breach and the cost thereof shall be a binding, personal obligation of take Lot Owner, and as an additional assessment as contemplated by Section 5.8 hereof as the Lot and enforced in accordance with and under the terms

of Section 5.11 and 5.12 of this Declaration.

8.31. *Exemption of Declarant.* During the Development Period, Declarant shall be exempt from the provisions of this Article 8.

ARTICLE 9. INSURANCE AND CASUALTY LOSSES

9.1. *Types of Insurance Maintained by Association.* The Board of Directors shall have the authority to and shall obtain the following types of insurance:

9.1.1. insurance on all insurable improvements on the Common Easement Areas, including the Fire Suppression Tank and Fire Suppression Easement against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction;

9.1.2. a public liability insurance policy covering the Association, its officers, directors and managing agents, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence, including but not limited to liability insurance for the recreational facilities located in the Community, or in an amount not less than the minimum amount required by applicable law, ordinance or regulation;

9.1.3. workers' compensation insurance, if and to the extent required by law; and

9.1.4. fidelity bond or bonds covering all Directors, officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board of Directors deems appropriate.

9.2. *Premiums for Insurance Maintained by Association.* Premiums for all insurance and bonds required to be carried under Section 9.1 hereof or otherwise obtained by the Association on the Common Easement Areas shall be an expense of the Association, and shall be included in the annual assessments. Premiums on any fidelity bond maintained by a third party manager shall not be an expense of the Association.

9.3. *Damage and Destruction of Common Easement Areas.*

9.3.1. Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Easement Areas, the Board of Directors, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they

existed prior to the fire or other casualty.

9.3.2. Any damage or destruction to insurable improvements on the Common Easement Areas shall be repaired or reconstructed unless at least seventy-five percent (75%) of the Members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

9.3.3. If, in accordance with subsection (b), the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the Members, then and in that event the damaged Common Easement Areas shall be restored to its natural state and maintained as an undeveloped portion of the Common Easement Areas by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its discretion, or as otherwise provided in the Articles of Incorporation and/or the Bylaws of the Association.

9.4. ***Repair and Reconstruction of Common Easement Areas*** If any improvements on the Common Easement Areas are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in order to cover the deficiency in the manner provided in Article VIII hereof. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine.

9.5. ***Hazard Insurance on Improved Lots.*** Each Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot.

9.6. ***Obligation of Owner to Repair and Restore.*** In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Declarant or the Architectural committee; unless the Owner desires to construct improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the improvements to the Architectural Committee and obtain its approval prior to commencing the repair, restoration or replacement. If any mortgagee does not permit insurance proceeds to be used to restore any damaged or destroyed improvements, then the Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris.

ARTICLE 10. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

10.1. **Entranceway Areas/Common Easement Areas.** The Association, subject to the rights of the Owners and Declarant, as set forth in this Declaration (including, but not limited to the provisions of Subsection 6.2, 6.3), shall be responsible for the exclusive management and control of the Common Entranceway Areas and the Common Easement Areas and all improvements thereon (including, without limitation, the common landscaped areas) and shall keep it in good, clean, attractive and sanitary condition, order and repair.

10.2. **Fire Suppression Tank and Fire Suppression Easement.** The Association shall be required to maintain the Fire Suppression Tank and the Fire Suppression Easement in accordance with all applicable law, rule and/or regulation and in accord with any requirement(s) of any insurer providing insurance to the Association and/or Lot Owners in connection with the Fire Suppression Tank and the Fire Suppression Easement.

10.3. **Liability of Architectural Committee, Association and Declarant.** Neither the Architectural Committee, the Association, the Declarant nor other Lot Owners shall have any liability whatsoever for any loss, injury, expense, cost or damage which any particular Lot Owner, or in the case of the Fire Suppression Tank any person or persons, may suffer or incur by reason of:

10.3.1. the rejection or disapproval by the Architectural Committee of any plans and specifications required to be submitted to the Architectural Committee or Declarant hereunder or to any governmental or quasi-governmental agency having jurisdiction thereover;

10.3.2. any defects in plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration or under the authority of any governmental or quasi-governmental agency having jurisdiction thereover;

10.3.3. any uninsured damage resulting to any improvements on any Lot or any improvement located outside of the Property, resulting from the maintenance, repair, filling or refilling or the failure to maintain, repair, fill or refill the Fire Suppression Tank;

10.3.4. any structural or other defects in any work done in accordance with such plans or specifications; or

10.3.5. the subdivision and/or development of or construction on any Lot.

10.4. **Personal Property and Real Property for Common Use.** The Association may acquire, hold and dispose of tangible and intangible personal property and real property. The Board of Directors of the Association, acting on behalf of the Association, shall accept any real or personal property, leasehold or any other property interests within the property conveyed to it by Declarant and to grant easements, licenses, rights of way and other similar interests over the Common Easement Areas.

10.5. **Rules and Regulations.** The Association may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations of this Declaration, the by-laws, or the rules and regulations of the Association may include reasonable monetary penalties (which shall be part of the lien and assessments) and suspension of the right to vote and the right to use any recreational facilities on the Common Easement Area, if any. The Association shall also have the power to seek relief in any court of jurisdiction for violations or to abate nuisances.

10.6. **Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effect any such right or privilege.

ARTICLE 11.
SPECIAL ENFORCEMENT PROVISION
FOREST CONSERVATION/FOREST BUFFER

11.1. **Special Restrictive Covenants.** All provisions of the Forest Buffer Easement Declaration/Agreement and/or Forest Conservation Easement Declaration/Agreement delivered by the Declarant to Baltimore County applicable to the Forest Buffer Easement and the Forest Conservation Easement areas referenced in this Declaration and on the Plat are referred to in this Article 11 as "Special Restrictive Covenants".

11.2. **Identification of Party Other than Declarant.** The term "Neighbors", as used in this Article 11 shall mean collectively the following: TODD J. HORN, MINA J. HORN, MARK O. KNOTT, PATRICIA KNOTT, JOSEPH SETH HAMED, JENNIFER M. HAMED, R. LAWRENCE KOCH, JOANN C. KOCH, MICHAEL J. STAFFORD, JR., MARY J. STAFFORD, MITCHELL FORD and SUSAN FORD, owners of residential lots adjacent to the Property.

11.3. **Right of Enforcement of Special Restrictive Covenants Only.** The Special Restrictive Covenants shall inure to the benefit of and be enforceable, in addition to the enforcement rights created in the County easement documents or elsewhere in this Declaration, by the Declarant and/or all of the Neighbors (as the context may require). The right of enforcement of the Special Restrictive Covenants granted to the Neighbors is a personal right and is not intended to nor shall it run with and/or bind the Property of any of the Neighbors or any portion of it. No mortgagee or trustee of any of the Neighbors have any right of enforcement hereunder. Upon the sale or transfer of any interest of any of Neighbors (other than for purposes of delivering a mortgage or deed of trust) the right of such of the Neighbors selling or transferring the property which they own adjoining the Property to enforce the Special Restrictive Covenants shall terminate automatically. The Neighbors shall act collectively and through a single representative of all Neighbors then entitled to enforce the Special Restrictive Covenants and further to act in good faith and to exercise reasonable

judgment in enforcing the Special Restrictive Covenants.

11.4. ***Right of Entry.*** Until the individual new home owner takes possession of any Lot subject to the Forest Buffer Easement Agreement and/or the Forest Conservation Easement Agreement, the Neighbors through a single representative, from time to time, with not less than 48 hours actual, advance, written notice to the owner(s) of the property or properties to be entered, enter the Forest Buffer Easement and/or the Forest Conservation Easement areas to confirm that the terms of the Special Restrictive Covenants and the private agreement by and among the Declarant and the Neighbors are being met. At all times, all of the Neighbors entitled to enforce the Special Restrictive Covenants, jointly and severally, agree(s) to save, hold harmless and indemnify the owner of the property entered against any loss, expense or damages she/he may suffer (including reasonable attorneys' fees) by reason of injury (including death) to persons or damage to the Property caused by the making of entry by the Neighbors' representative, agents, servants or employees. The entering person or entity shall repair any damage to the Property caused by its entries.

11.5. ***Damages Inadequate.*** Damages shall not be deemed adequate compensation for any breach or violation of any of the Special Restrictive Covenants. The non-breaching entity (either the owner(s) of the Property burdened by the Special Restrictive Covenants specified herein or the Neighbors then entitled to enforce the Special Restrictive Covenants, acting collectively through a collective representative) shall be entitled to enforce any provision of this Article 11 by way of injunction, as well as any other available relief either at law or equity.

11.6. ***Liquidated Damages.*** The Declarant and the Neighbors agree that damages caused/suffered by an alleged violation of the Special Restrictive Covenants will in their nature be uncertain and incapable of exact ascertainment. The Declarant and the Neighbors agree, therefore, that the prevailing party, either the Declarant or the representative of the Neighbors then entitled to enforce the Special Restrictive Covenants in any proceeding or action of alleged violation of the Special Restrictive Covenants shall be awarded liquidated damages of One Thousand Dollars (\$1,000.00) per occurrence of proven violation.

11.7. ***Enforcement - Advance Opportunity to Cure.*** If any owner of the Property subject to the Special Restrictive Covenants or the Neighbors then entitled to enforce the Special Restrictive Covenants is required to institute legal action to enforce the terms of this Article 11 and/or the Special Restrictive Covenants, the prevailing party in such action, whether by mediation, arbitration, settlement and/or trial shall be entitled to recover from the non-prevailing party, reasonable attorney's fees and court costs of the action, as the same may be determined or fixed by the court. As a prerequisite to the recovery of fees and costs under this sub-section 11.7, the entity seeking enforcement shall serve the alleged violator with written notice of the alleged violation and only if the alleged violator has failed to remedy or make substantial progress towards remedying the alleged violation within thirty (30) days after receipt of such notice, may legal action be instituted.

11.8. ***Rights in Addition to those of Baltimore County, Maryland.*** The rights of

enforcement granted to the Neighbors in this Article 11 shall be in addition to, separate from and not in place of any enforcement action taken by Baltimore County, Maryland.

ARTICLE 12. GENERAL PROVISIONS

12.1. **Enforcement.** The Declarant or any Owner, other than the Owner of Parcel A or Parcel B as shown on the Plat shall have the right, but in no event the obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the Declarant or Owner of any of the Lots proceeds with any action to enforce the provisions of this Declaration, the prevailing party in such action, whether by mediation, arbitration, settlement and/or trial shall be entitled to recover from the non-prevailing party, reasonable attorney's fees and court costs of the action, as the same may be determined or fixed by the court.

12.2. **Incorporation by Reference on Resale.** In the event any Record Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, whether or not the deed actually so states.

12.3. **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.

12.4. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may not be amended except by an instrument signed by all owners of the Lots subject to this Declaration. Notwithstanding any provision hereof to the contrary, no such amendment shall require the signature of the lender or lenders of the respective owners of the Lots subject to this Declaration, if any. Any such amendment must be recorded.

12.5. **Notices.** All notices required or provided for in this Declaration shall be in writing and hand delivered or sent by United States mail. If hand delivered, the notices shall be sent to the addresses shown below and shall be deemed to have been given on the date hand delivered to the party receiving the same. If United States mails are used, the notices shall be sent to the addresses shown below, certified or registered mail, return receipt requested, postage prepaid, and shall be deemed to have been given on the date deposited in the United States mails. Notice shall be addressed as follows:

To Declarant:

Toby Investments, LLC
30 East Padonia Road, Suite 505
Timonium, Maryland 21093

To the Architectural
Committee:

Gaylord Brooks Architectural Committee
3312 Paper Mill Road
PO Box 400
Phoenix, Maryland 21131

To Owner/Members as
follows:

To the last known address of Owner/Member as shown on the records of the Maryland State Department of Assessments and Taxation at the time of such mailing, and if there is no such address, then to the Lot of such Owner/Member.

To Neighbors:

To the address shown on the real property assessment records maintained by the Maryland State Department of Assessments and Taxation.

Any person shall have the right to designate a different address for the receipt of notices other than set forth above, provided the person's new address is contained in a written notice given to Declarant.

12.6. ***Right of Entry.*** Violation or breach of any provision herein contained shall give Declarant and its successors and/or assigns and/or the Owner of a Lot, to the extent that any of them has a right of enforcement granted hereby, in addition to all other remedies, the right (but not the obligation), after five (5) days notice to the Owner of the Lot, to enter upon the Lot or the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, and the cost thereof shall be a binding, personal obligation of such Owner of the Lot. The said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, except that if any agent of Declarant or any Owner shall be responsible for actually committing a trespass by behavior going beyond the intent of the authority conferred by this Section, in such event neither Declarant nor any such Owner shall be responsible for the unauthorized acts of such agent(s). Nothing herein contained shall be deemed to affect or limit the rights of the Declarant or the Owners of the Lots when entitled to do so, to enforce the covenants by appropriate judicial proceedings.

12.7. ***No Reverter or Condition Subsequent.*** No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

12.8. ***Remedies.*** Damages may not be deemed adequate compensation for any breach or violation of any provision hereof, so that any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other relief available either at law or in equity.


12.9. **Public/Private Restrictions.** This Declaration shall not be construed as permitting any action, use or thing which is prohibited by the applicable zoning laws or by the laws, rules or regulations of any kind of any governmental authority. In the event of any such conflict between applicable private and public controls or restrictions, the most restrictive provisions of such public laws, rules, regulations and/or this Declaration, as the case may be, shall be construed to apply, govern and control.

12.10. **Headings.** The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Declaration.

12.11. **Scrivener's Error.** Anything contained in the provisions of this Declaration to the contrary notwithstanding, the Declarant may without obtaining the consent thereto of any Owner, mortgagee or other person, amend this Declaration or the Plat if and only if such amendment is (in the Declarant's reasonable opinion) necessary to correct obvious typographical, mathematical, minor or similar errors therein. Any amendment which affects any law, regulation or policy of Baltimore County, Maryland shall be subject to the approval of Baltimore County, Maryland.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunder set its hand and seal the day and year first above written.

ATTEST:



DECLARANT:

Toby Investments LLC, a Maryland limited liability company

By: Medford Knox Inc., a Maryland corporation, its Managing Member

By:  (SEAL)

Thomas L. Pittman, Jr.
[PRINTED/TYPED NAME]

President
[TITLE/CAPACITY/AUTHORITY]

ACKNOWLEDGMENT

STATE OF MARYLAND, COUNTY/CITY OF BALTIMORE to wit:

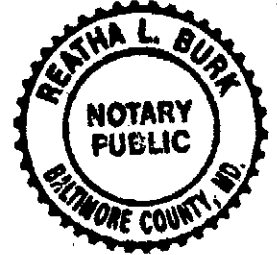
I HEREBY CERTIFY that on this 23rd day of AUGUST 2004, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared THOMAS L. BITTMAN, JR. who acknowledged himself to be the PRESIDENT of Medford Knox Inc., a Maryland corporation and Managing Member of the Declarant, and being authorized to do so, he acknowledged that he executed the foregoing on behalf of the said the

Declarant for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid Declarant.

AS WITNESS my hand and Notarial Seal the day and year first above written.

Reatha L. Burk
Notary Public REATHA L. BURK

My Commission Expires: 4/1/08



BALTIMORE COUNTY OFFICE OF LAW REVIEW

Reviewed by Baltimore County Office of Law *prior to recordation*
pursuant to § 32-4-271(c) of the Baltimore County Code (2008)

Susan Dubin
[PRINT/TYPE NAME], Assistant County Attorney
#1907

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the above instrument was prepared by me, an attorney admitted to practice before the Court of Appeals of Maryland, or under my supervision.

Howard L. Alderman, Jr.
Howard L. Alderman, Jr.

AFTER RECORDATION, PLEASE RETURN TO:

Howard L. Alderman, Jr., Esquire
Levin & Gann, P.A.
8th Floor, Nottingham Centre
502 Washington Avenue
Towson, Maryland 21204

(410) 321-0600
Fax: (410) 296-2801

JOINDER OF LENDERS

SUSQUEHANNA BANK is joining in the execution of this Declaration in order to evidence its consent to the terms hereof and to subordinate its lien position as created by that certain Indemnity Deed of Trust and Security Agreement dated August 3, 2004, as recorded among the Land Records of Baltimore County on August 4, 2004 at 3:49 pm under receipt number #61894 (the "Indemnity Deed of Trust and Security Agreement"), to the operation and effect of this Declaration. The lien of the Indemnity Deed of Trust and Security Agreement held by SUSQUEHANNA BANK is hereby expressly made subordinate and junior in priority and right of enforcement to this Declaration, regardless of the record priority or dates of public filings or documents pertaining thereto.

SUSQUEHANNA BANK

By: Elizabeth M. Wright (SEAL)
 Name: Elizabeth M. Wright
 Title: Trustee
 Date: 8/19/04

STATE OF MARYLAND, COUNTY/CITY OF Baltimore to wit:

I HEREBY CERTIFY that on this 19th day of August, 2004, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Elizabeth M. Wright who acknowledged himself/herself to be the Trustee of SUSQUEHANNA BANK (the "Bank"), and he/she acknowledged that he/she executed the foregoing on behalf of Bank for the purposes therein contained and he/she acknowledged the same to be the lawful act and deed.

AS WITNESS my hand and Notarial Seal the day and year first above written.



Delilah I. Oliver, Notary Public
 City of Baltimore
 State of Maryland
 My Commission Expires Mar. 1, 2006

Delilah I. Oliver

Notary Public Delilah I. Oliver

My Commission Expires: March 1st, 2006

ARCHITECTURAL

GUIDELINES

AND

SITE/HOUSE PLAN

SUBMISSION CHECKLISTS

FOR THE

MEDFORD DEVELOPMENT

REISTERSTOWN, MARYLAND

MEDFORD ARCHITECTURAL GUIDELINES

INTRODUCTION

The developer is dedicated to creating a unique and environmentally sensitive community. The architectural design and construction philosophy is that buildings and other site improvements should be unobtrusive in form and color in order to complement their natural setting. The primary objective is to create a total community that is homogeneous in feeling, in a park-like setting, and free from discordant architecture. **Specifically, traditional architectural styles such as Georgian, Federal, Victorian Farmhouse, New England Farmhouse, New England Cape Cod, Southern Colonial and Southern Tidewater are endorsed and encouraged. Contemporary designs are not permitted as a matter of right and along with transitional homes are strongly discouraged.**

This philosophy suggests that each building be treated not as an individual creation or architectural entity arbitrarily placed on its site, but rather as a carefully planned addition to the natural setting which embraces its site and becomes one with it. Consequently, architectural solutions should extend beyond the building walls to include the entire site, varying in design to complement and enhance their natural surroundings. Colors and textures of exterior building materials should be compatible with the light-reflecting properties of the natural elements.

Toby Investments, LLC, as developer of Medford, has prepared these Architectural Guidelines ("Guidelines") to inform the Owner of the opportunities, constraints and requirements involved in the design, construction and maintenance of a home. The goal is to stimulate sound and creative individual architecture and site planning that will complement the existing natural features of each home site, while creating a harmonious community of lasting value that is compatible with the environment.

Should any buyer have a concern regarding the acceptance of their proposed house plan, they are strongly encouraged to address this concern during the contract purchase of the lot from Toby Investments, LLC.

Certain building, grading, design, landscaping and use restrictions and requirements are further detailed in the Declaration of Covenants, Conditions and Restrictions for Medford Homeowner's Association, Inc. and the Special Restrictive Covenants. Lot owners, their architects and builders shall refer to these documents in order to insure compliance. Declarant and the Architectural Committee shall not be responsible for the failure of the owner or owner's plans and specifications to adhere to the requirements and restrictions set forth therein.

REVIEW OF ARCHITECTURAL ELEMENTS

A. BUILDING REQUIREMENTS.

1. FOUNDATIONS: Exposed foundations are to be kept to a minimum and should be appropriate to the architecture of the house. Finished first floor elevations should be a maximum of three feet above the finished grade at the front of the house. All exposed foundations must be covered with brick, stone or stucco to grade. Cement pargeting will not be approved.

2. EXTERIOR WALLS: Generally, **natural materials indigenous to the architecture of the area are preferred.** All wood is to be painted or stained in an approved color. Wood that is not painted or stained and left to weather naturally, such as cedar shingles, may be considered an acceptable material. Brick is allowed as an exterior material with the following conditions:

a. Brick may be painted or unpainted in a color that must be approved by the Architectural Committee

b. Brick is also allowed as an accessory material (i.e., chimneys, retaining walls, etc.) if it is painted in a color approved by the Architectural Committee. If unpainted brick is used, the color of the brick must be compatible with the rest of the house, in the sole discretion of the Architectural Committee.

c. Brick sizes shall be in scale to the structure. No "jumbo" brick is allowed.

Stucco, "Dryvit", "STO" or other similar materials are allowed if they are colored in a color approved by the Architectural Committee.

Native stone is allowed as a building or trim material in earth-tone colors as approved by the Architectural Committee. Manufactured Stone or Cultured Stone may be an acceptable treatment but its use is not a matter of right. The Architectural Committee will consider its use on a case by case basis.

Other Exterior Treatments — that is, fabricated materials intended to look like another material; as well as aluminum, vinyl and plywood are **not allowed.** This does not preclude future materials that might be produced, but such materials must be approved by the Architectural Committee. Hardiplank type cement fiber siding is acceptable materials provided their color and texture are approved by the Architectural Committee.

In the event brick or stone is proposed as an exterior material (excluding foundation treatments) in combination with Hardiplank and/or natural siding, the brick or stone is required to be used on both side elevations in addition to the front and rear elevations. The intent being to prohibit the use of

siding as a substitute for brick or stone on an elevation. Siding may be used as an accent or for small areas in conjunction with the brick or stone.

3. **WALL OPENINGS:** All elevations (front, rear & sides) should contain architecturally compatible window placement and exterior trim treatment. Windowless elevations are strongly discouraged and will require special approval. Windows and doors, greenhouse elements used as large "window", louvers and vents must be compatible to the architectural style or period of the house. Wood or vinyl wrapped wood, anodized or baked enamel or aluminum are all acceptable if in appropriate colors that are the same or compatible to the exterior finish material. Fixed glass used to provide "picture windows" or passive solar heating must be carefully integrated into the overall design. Tinted glass in such panels is acceptable in colors that relate to other finish materials, but reflective glass is prohibited. Glass block will be considered on a case by case basis (but are strongly discouraged). Styles and samples of glass block must be submitted to the Architectural Committee with an application or request for approval. Storm windows must be painted to match window trim.

4. **ROOFS:** Roofing — its shape, massing, material and color is a critical element in any attempt to visually tie together various architectural styles. Therefore, a **minimum roof pitch on the dominant portion of the roof of 8 to 12 (8 inch rise in the 12 inch run) minimum is required.** Overhangs, where appropriate, can help the total design effect and are encouraged. Vent pipes piercing the roof should be placed away from the Road side and must be painted to match the roof color. If gutters and downspouts are employed to carry off roof rainwater, they must be "painted out" to match in color the element to which they are attached (fascia, siding or trim guard). Skylights, solar panels, dormers and roof "cut outs" are elements that can affect the roofing appearance in drastic ways and will be reviewed by the Architectural Committee on an individual basis. The design should provide adequate spacing between the header of any window and the fascia or overhang of the roof. All black shingles are strongly discouraged and shall require special approval.

Several roof types are acceptable:

a. Heavy weight 30 year composition shingles are recommended. Heavy weight, architectural grade, composition shingles can be used if they have a random cut textured effect, i.e., "Timberline" type shingle. The color of these shingles must be compatible with the exterior of the house. The color and appearance of composition shingle must be approved by the Architectural Committee and samples must be submitted for approval by Owners.

b. Other materials: (1) Slate roofs: Slate roofs are acceptable. (2) Wood shakes or wood shingles are acceptable. These roofs can be allowed to weather naturally. (3) Other materials: Copper (real copper only), raised seam metal and terracotta are also acceptable.

5. CHIMNEYS: Both the massing and materials are important to chimney design, and both must be compatible with the design of the house. **All chimneys must be of masonry design and construction and should incorporate proper shoulder detail and corbelling.**

a. Gas Fireplaces. Direct side vents for gas fireplaces are acceptable provided that they are located on the rear of the structure. Direct side vents located on either side of the structure will be considered on a case by case basis. Any shed bump outs associated with the treatment of gas fireplaces shall be considered on a case by case basis.

6. EXTERIOR COLORS: As with roofing, exterior colors offer another medium to tie together various architectural styles. Accordingly, a range of natural colors are acceptable but all must be compatible with one another. Bright pigmented colors are not appropriate. The use of an accent color for trim and special areas such as a front door is acceptable if the accent color is harmonious with the overall pre-selected palette. The final decision on exterior colors submitted by an Owner shall be made by the Architectural Committee.

7. OUTBUILDINGS AND STRUCTURES: Construction outside of the house itself can add or detract from the total design impression. It is imperative to anticipate the need for such structures so that they may be planned for in the initial design stages. Construction of garages, gazebos, decks, trellises, pools, patios, etc. must be carefully integrated with the building architecture and the landscape design. They must also be carefully planned in relationship to adjoining properties in order not to create a negative impact on them. Accessory structures must be contained within the building envelope as shown on the Final Development Plan for Medford.

8. HOUSING APPURTENANCES: All housing appurtenances such as electric meters, air conditioning compressors, buried oil tanks, buried propane gas tanks and trash can storage areas, shall not be in the front of the house and must be adequately screened from the road and from the neighbors' view. Screening by landscaping is preferred, but wood fencing will be considered with low planting around it.

9. HOUSE SIZES: House size and presentation of mass are important when evaluating the aesthetic nature of the plans. The house size must be compatible with the lot size and not dominate the lot.

10. GARAGES: A 575 square foot, two-car garage is a required minimum. Garages must have doors. Whenever possible, garage doors should not face the Road. If the garage doors must face the Road, the garage must not dominate the front façade. Additional off-street parking spaces as required to accommodate guest parking should be located along the driveway and screened from view. **Since garage doors are a critical mass, they should be designed and trimmed to be architecturally compatible with the style of the house.**

B. SITE IMPROVEMENTS.

1. **SITE DESIGN PLANS:** Site design plans must be submitted for each lot for review by the Architectural Committee. These plans must be prepared by a registered surveyor, landscape architect or engineer. Following are explanations of some of the items to be included on the Site Design Plan:

a. **BUILDING ENVELOPES:** The approved plat shows the allowed building envelope. The house must be sited in that envelope in such a way as to maximize privacy and views. In order to achieve the best views from each lot, provide a varied visual composition along the street, and utilize the existing trees and topography to the greatest advantage, consideration should be given to how each house location would effect the views from adjacent lots and streets, solar orientation, required setbacks, septic field location and well sites, and other existing site considerations. Houses, outbuildings and other appurtenant structures must be sited within the building envelopes, views from each site and from the public streets will be preserved.

b. **CLEARING RESTRICTIONS:** Clearing on each lot is restricted to 7,000 square feet pursuant to the Declaration of Covenants, Conditions and Restrictions. A certification by site engineer must be placed upon the site design plan certifying that the clearing of the lot, as shown on the plan, does not exceed the square footage limitations contained in the Declaration. The area not included within the area to be cleared must be protected by temporary fencing to insure that vegetation in this area is not damaged during the clearing, grading, and building process, provided, however, that such fencing shall be promptly removed after completion of the construction of the dwelling. Additional landscaping and/or planting may be required to mitigate any clearing of wooded areas in excess of 7,000 square feet.

c. **SETBACKS:** Shall be as shown on the Record Plat. The Architectural Committee must approve final setbacks.

d. **SEPTIC DRAINAGE AREA:** A 10,000 square foot drainage area as required by Baltimore County Health Department is shown on the Final Development Plan for future sewer drain fields. These areas cannot be moved without the approval of the Baltimore County Health Department. No structure or paving (including driveways) can be constructed over these areas.

2. **DRIVEWAYS:** Driveways should be located to minimize disruption of the natural landscape and interference with natural site drainage. **Drives should be curved** and graded so as to reduce their visibility from the Road. Circular drives are allowed. Owners shall keep paving and other impervious surfaces to a minimum, not to exceed 15 % of the surface area of any lot as per Baltimore County Zoning Regulations. Declarant reserves the right to limit the amount of impervious surface on each Lot.

3. **POOLS, TENNIS COURTS, DECK, AND OTHER AMENITIES:** In-ground swimming pools, patios, wood decks, tennis courts, playground equipment, basketball backboards and other outdoor amenities should be located on the rear of a lot behind the home. Pool houses and

gazebos will be reviewed on a case by case basis by the Architectural Committee. Above ground pools are prohibited.

Tennis courts and pools should be carefully integrated into the natural grades of the site and bermed and landscaped to minimize their visual impact. Tennis courts should be located toward the private side of the lot as much as possible and will be reviewed on a case by case basis. Lighting of any tennis court/sports court is strongly discouraged.

4. **LAWN ORNAMENTS:** Lawn ornaments, painted rocks and shells along driveways, etc. are **not allowed**.

5. **EXISTING VEGETATION:** No major trees (over 6 inches diameter at a point 4 feet above grade) may be removed or radically pruned from a lot without the approval of the Architectural Committee. Each lot should have a limit of disturbance marked on the site design plan.

6. **FENCING:** Fencing is generally one of these three types: property line, part of the house, or screening.

a. **PROPERTY LINE** fences are restricted to the rear or side yard only, depending on house location. Property line fences, or fences meant to delineate specific areas, should be either split rail natural wood fences or horizontal board fences. Horizontal board fences should typically have a four-board configuration, be no higher than 48 inches, and be painted or stained in an approved color. Horizontal board fences shall have the boards placed on the outside of the posts. Three-rail split rail fences shall be no higher than 48 inches and do not have to be painted or stained. If property line fences serve also to contain pets or small children, black square or rectangular mesh wire may be stapled to the property Owner's side of the fence.

b. **FENCES THAT ARE PART OF THE HOUSE** will be considered as architectural elements thereof. As part of the house, these fences should be in a material and color compatible with the architecture of the house.

c. **SCREENING FENCES** which are separate from the house should blend into the surroundings. No chain link or stockade fencing is permitted, except that black or green vinyl link fencing can be used for tennis courts. Decorative fencing will be considered on a case by case basis.

d. Other fencing will be considered on a case by case basis.

7. **EXTERIOR LIGHTING:** All houses are encouraged to have a light in front of the house in addition to the porch lighting. Flood lighting attached to the house itself is not prohibited, but location, direction and intensity should not infringe on the privacy of adjacent homes and should be in compliance with the requirements contained in the Declaration of Covenants, Conditions and Restrictions. If outdoor illumination is desired for security and evening use of the

grounds, such lighting should be directed toward the house and located in such a manner as not to intrude on neighboring properties. The use of high pressure sodium lamps or other lamps that are not "white" in color, is prohibited. All exterior lighting plans must be approved by the Architectural Committee. No exterior lighting shall be installed which is greater than 150 watts, and all exterior lighting, with the exception of motion sensitive flood lighting, shall be minimized and shall be directed inward or downward toward the dwelling. No exterior lighting shall be installed higher than 30' feet from the ground. Such lighting shall be in character and keeping with the other homes in the area and shall take into account the rural nature of the surrounding community.

8. **LOT CLEARING:** No lot clearing, filling, grading, or tree removal is allowed until plans have been approved for construction by the Architectural Committee and a construction permit has been issued.

C. LANDSCAPING

1. **GENERAL CHARACTER:** The landscaping of each house should enhance the community. A landscape plan prepared by a landscape architect or architect must be submitted for each lot for review by the Architectural Committee.

Careful use of plant material, in coordination with the siting of the homes, must retain the open, natural appearance of the property and must provide privacy in the areas where it is necessary and described. Care should be taken in placing trees and shrubs so that neighbors' views are not obstructed. Selective use of trees can enhance harsh elevations. Emphasis should be placed on landscaping adjacent to the house. Cutting and vegetable gardens, if approved, should be naturally screened and placed in unobtrusive locations. In addressing your foundation planting, consideration should be given to scale of plantings versus scale of the structure. All plant material, including shade trees, evergreen trees, shrubs, and ground covers should be clustered in natural groupings rather than sprinkled around the site. Clustering of plant material provides greater contrast between grassed open areas and landscaped zones, and between sunny and shaded areas. Natural groupings of plants echo the character of the site's undisturbed vegetation, and heighten the impact of flowering trees and shrubs.

2. **PLANT MATERIALS:** In selecting plants, consideration must be given to specific site conditions (drainage, orientation, exposure, etc.) as well as to the purpose and intended effect of the planting. The use of native species is strongly encouraged

3. **PLAN PREPARATION:** A formal, scaled landscape plan must be submitted to the Architectural Committee with construction plans. The landscape plan is considered to be for planting locations and proposed tree and shrub locations and site lighting. **The plantings shown on the plan must be completed within one year from the completion of the house and final grading.** Grass is an important part of the landscaping and achieving a healthy lawn should be aggressively pursued.

4. **MINIMUM SIZES OF PLANT MATERIAL:** It is the intention of the parties to encourage each Lot Owner to plant and maintain on their lot the maximum number of trees and shrubs. In order to assist in achieving this goal, each lot Owner is required to plant 12 Planting Units—half of which units must be deciduous trees—within 18 months of occupancy. Native plants should be utilized absent good cause to the contrary. Minimum tree sizes for primary site plantings at installation are:

	<u>HEIGHT</u>	<u>CALIPER</u>
Shade trees	0' - 10'	2"
Flowering trees	6' - 8'	1-1/2"
Evergreen trees	4' - 6'	

5. **EARTH BERMING:** Considerable landscape interest may be obtained with earth berming — a relatively simple and inexpensive process. Berms may be utilized to focus views or to provide privacy as well as to aid in screening such things as driveways or parking areas. A berm must flow gracefully and be an extension of the adjoining land and plant material, not an element unto itself. Slopes on berms shall not exceed 3 : 1. Any grading and/or berming shall not interfere with the natural drainage or designed storm drainage on each lot. No grading or berming shall increase the amount of drainage or runoff on any adjacent lot.

6. **LAWN AREAS:** Since a portion of each lot is expected to ultimately be covered with grass, uniform maintenance and species of grass is critical to the continuity of the community. A recommended variety is Rebel II which gives a lovely lawn for full sunlight to light shade areas and is good for high traffic areas.

ARCHITECTURAL REVIEW PROCESS

A. CONCEPTUAL SITE/HOUSE PLAN SUBMISSION

1. An Owner shall submit a check for **Three Hundred Fifty Dollars (\$350)** made payable to Gaylord Brooks Architectural Committee, Inc., c/o Gaylord Brooks Realty Co., Inc. 3312 Paper Mill Road, P.O. Box 400 Phoenix, MD 21131 and three sets of plans for review. Two approved sets will be returned with one set being retained in the Committee's files.

2. Plans must be professionally prepared.

3. Plans must include Owner's name, address and telephone number, plus lot identification and the following information and drawings:

SITE PLAT — Scale 1" = 5" (if possible) showing the following:

1. Topographical elevations at 5 foot intervals or less.

2. Building foundations outline.
3. House location showing driveway and walk to house front with dimensions to all property lines.
4. Location of well, and proposed septic system.
5. Location of other proposed structures.
6. Grading and drainage plan.
7. All rain water drainage lines from house.
8. Finished floor elevation.
9. Elevation of grade at foundation on all four sides of house.
10. Show relationship of house as proposed to envelope shown on Final Development Plan or Record Plat.
11. The limits of disturbance

HOUSE PLANS — Scale 1/4" = 1'-0" showing:

1. All exterior elevations.
2. All floor plans.
3. Detail of unusual features such as large windows and chimneys.
4. Grade line (showing where finished grade will appear on foundation walls).
5. Exterior materials, colors and finishes, should be noted on elevations.
6. All exterior architectural detail and trim must be shown on drawings.

MATERIALS — Submit sample and identify on house plans:

1. Roof shingle.
2. Siding material and window sample.
3. Brick, stone, stucco, mortar sample.
4. Fencing materials.

B. FINAL SITE/HOUSE PLAN SUBMISSION

1. An Owner shall submit a check for Three Hundred Fifty Dollars (\$350) made payable to Gaylord Brooks Architectural Committee, Inc., c/o Gaylord Brooks Realty Co., Inc. 3312 Paper Mill Road, P.O. Box 400 Phoenix, MD 21131 and three sets of plans for review. Two approved sets will be returned with one set being retained in the Committee's files.

2. Plans must be professionally prepared.

3. Plans must include Owner's name, address and telephone number, plus lot identification and the following information and drawings:

SITE PLAT — Scale 1" = 5" (if possible) showing the following:

1. Show any and all changes from the Conceptual Site Plan Submittal
2. Contain a certification or illustration that no more than 7,000 square feet of area will be cleared as required by the Declaration of Covenants, Conditions and Restrictions.
3. Show the limits of disturbance, including the location of all silt and Super silt fence necessary to protect the forest buffer easement areas, areas where excavated materials will be stored during construction.

LANDSCAPE PLAN

Scale 1" = 5" showing the landscaping for the lot, including the location of all trees, shrubbery, walkways, and other plant materials. All landscape materials must be identified by species, size and location.

HOUSE PLANS — Scale 1/4" = 1'-0" showing:

Include all revisions required by the Gaylord Brooks Architectural Committee noted during conceptual review.

1. All exterior elevations.
2. All floor plans.
3. Detail of unusual features such as large windows and chimneys.
4. Grade line (showing where finished grade will appear on foundation walls).
5. Exterior materials, colors and finishes, should be noted on elevations.
6. All exterior architectural detail and trim must be shown on drawings.
7. Locations of compressor/heat pump must be shown.
8. Show location and type of any exterior light attached to house.

MATERIALS — Submit sample and identify on house plans:

1. Any materials not provided during Conceptual Review or any changes in or additions to the material selections.
- C. The Architectural Committee shall have the right to disapprove the plans and specifications submitted hereunder because of any of the following:

- a. The failure of such plans or specifications to comply with the Declaration of Covenants, Conditions and Restrictions, Special Restrictive Covenants or any Rules, Regulations and Guidelines promulgated thereunder;
- b. The failure to include information in such plans and specifications as may have been reasonably requested;
- c. Objection to the exterior design, appearance or materials of any proposed structure;
- d. Incompatibility of any proposed structure with existing structures upon other lots in the subdivision;
- e. Objection to the location of any proposed structure upon any lot taking into account the impact on other lots in the subdivision;
- f. Objection to the grading or sediment control plan for any lot;
- g. Objection to the color scheme, finish, proportions, style or architectural height, bulk or appropriateness of any proposed structure; or
- h. Any other matter which, in the judgement of the Architectural Committee, would render the proposed structure or structures inharmonious with the general plan of improvement of Medford or with houses located upon other lots in the subdivision.

In any case where the Architectural Committee 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 ground upon which such action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the Owner in order that an acceptable proposal can be prepared and submitted for approval.

CONSTRUCTION ACTIVITY STANDARDS

A. Prior to Commencement of Construction

If an Owner desires to erect a sign on the construction site, it must be constructed and erected, as approved by the Architectural Committee. No other signs shall be placed on the construction site. The construction site sign must be erected no closer than 25 feet to the edge of the Road. Building permits may be posted on the rear of the sign. At no time shall a sign or permit be nailed to any tree. No additional signs shall be displayed on construction sites.

The following steps must be completed before construction may begin:

1. Obtain Baltimore County Building Permit and others, if required.
2. Confirm the location of all utilities and make arrangements to protect the same from any damage.

B. REQUIREMENTS DURING CONSTRUCTION

During the course of construction, an Owner will be responsible for observance of the following construction activity standards:

1. All trees and areas of significant vegetation to be preserved shall be surrounded with protective fencing placed beyond the tree's root zone. Vehicles, construction materials and other activity shall be kept outside of these fenced areas.
2. Building sites shall be maintained in a clean and neat condition; scrap materials shall be picked up on a daily basis.
3. A small trash container is to be provided by an Owner for the purpose of depositing used food containers and other small trash.
4. A large trash container is to be provided by an Owner for scrap material, building debris and other bulk trash items. The overflow or spillage around these containers is to be picked up daily. If a trash collection hauling service is used in lieu of trash container service, provision for a temporary trash storage bin must be made on the site. Pick-up of the stored trash must be made at least once a week.
5. Care should be taken, when loading trucks hauling trash, so as not to have it spill over while in transit. Owners shall be responsible for trash and debris falling from vehicles servicing the construction site.
6. All construction materials must be kept within the property lines maintaining a neat Road right-of-way. The storage of materials should be in an inconspicuous area of the site and should be neat and orderly. The use of adjoining properties for access or storage of materials is prohibited. Temporary storage structures approved by the Architectural Committee may be used to store materials. Storage structures may not be used as living quarters.
7. Temporary utilities should be installed in a neat manner. The temporary power pole must be installed plumb and may not be used for the placement of signs.
8. Each construction site is required to have a job toilet for the use of workers. It must be placed at least 75 feet from the Road, with the door facing away from the Road.
9. No burning of trash or other fires of any kind is permitted.

10. An Owner shall insure that roads within Medford are kept clean on a daily basis. All mud and debris from the construction operations must be cleaned up daily. Appropriate sediment control measures should be employed, so that dirt and silt do not accumulate on the road, the road right-of-way, adjoining properties or within the forest buffer easement area.

11. Construction workers are permitted only on the construction site. They are not permitted to trespass on other lots or property, nor to loiter during or after completion of the workday.

12. Loud vehicles and speeding are not permitted. All construction vehicles must be parked on the construction site. Workers are required to wear shirts and shoes when not on the job site. Loud music from radios and harassment of Owners or guests will not be permitted.

13. The Owner of a lot under construction shall bear full responsibility for the repair of any damage to the roads, the road rights-of-way, adjoining lots or any other private property caused by workmen involved with the construction of the lot.

14. A construction entrance twelve feet by fifty feet (12' x 50') must be built on each Lot by the Owner prior to construction and shall consist of not less than eight inches (8") of crushed stone and shall be maintained during construction to minimize sediment runoff and damage to the road system adjacent to the construction site. Mud and stone deposited on adjacent paved roads must be cleared immediately. **DAMAGE TO THE ROAD RESULTING FROM IMPROPERLY INSTALLED AND MAINTAINED CONSTRUCTION ENTRANCES SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.**

15. The permitted hours of exterior work ("exterior work" being defined for the purposes of this Section as 'construction activity during the construction of the initial dwelling on any of the Lots within the Property which generates noise emanating beyond the property line of said Lots') shall be as follows: i) Monday thru and including Friday, 7:00 a.m. until Sundown; ii) Saturday, 8:00 a.m. until Sundown; and iii) no exterior work on Sunday, with appropriate allowances for unforeseen and/or unanticipated weather conditions and other delays.

16. The Owner of a lot under construction shall bear full responsibility for the repair of any and all sediment controls, including Super Silt fence, as may be installed or required to be installed on the Lot. Owner is hereby advised of the restrictions and requirements set forth in the Special Restrictive Covenants and the enforcement provisions and liability for failure to adhere to these requirements.

The construction of all improvements must be completed within twelve (12) months of the start of construction, with exceptions requiring Architectural Committee approval.

The above standards are designed to protect the Owners and their residents and guests. These standards are to be used as guidelines and are not intended to restrict, penalize or impede

construction firms who adhere to them while performing their jobs. Repeated violation of these standards can result in the retraction of approval for a building project by the Architectural Committee until corrective action has been taken by the Owner.

Owners should make certain that all contractors working on the construction site have received written notice of the requirements set forth herein; and, before permitting any contractor to perform any work on a lot, require such contractor to agree, in writing, to observe these requirements.

C. ENFORCMENT DURING CONSTRUCTION

All construction in Medford will be under observation by the Architectural Committee to be sure that the improvements are being constructed as approved, and that the construction site is being maintained, as required. The Architectural Committee has the right to enter upon an Owner's lot to observe the construction, to insure that the construction is completed promptly and in a good and workmanlike manner.

Any design changes proposed during construction must receive approval by the Architectural Committee prior to implementation. The Architectural Committee discourages the request of major changes during construction. Any changes or mistakes implemented without Architectural Committee approval must be corrected by the Owner. The expenditures of the Architectural Committee in making any such correction or in otherwise implementing its powers under these Guidelines will be assessed against the Owner and constitute a lien against the lot.

The Architectural Committee is empowered to issue a Stop Work Order if construction work which has not been approved or is not in compliance with approvals is taking place. Work cannot commence after the issuance of a Stop Work Order until a letter is received from the Architectural Committee stating that work can proceed. This letter will detail corrective action to be taken, if appropriate.

Interested Parties, as defined in the Special Restrictive Covenants, have the ability to enforce certain requirements during construction as is more particularly detailed in the Special Restrictive Covenants.

OWNER'S ACCEPTANCE

We hereby acknowledge and understand the Guidelines of the Architectural Committee, the requirements and restrictions set forth in the Declaration of Covenants Conditions and Restrictions and the Special Restrictive Covenants and accept all design criteria outlined. We understand that all information regarding the orientation, location and layout of all Structures, driveways, garages, etc. as shown on the Development Plan, is schematic in nature only and that the Architectural Review Committee shall not be bound by the information shown thereon in its review and/or approval of this Final Submission. We understand that no construction shall commence on our lot until final written approval of the Final Submission of plans, specifications and materials has been

received from the Architectural Committee. We understand that house plans and site design plans shall be considered on an individual basis and what is approved for one lot will not constitute approval on another lot.

LOT No. _____

OWNER:

_____ (SEAL)

[PRINTED/TYPED NAME]

_____ (SEAL)

[PRINTED/TYPED NAME]