

THE TRAILS AT WOODLOT HOMEOWNERS ASSOCIATION, INC.

(FORMERLY KNOWN AS WOODLOT HOMEOWNERS ASSOCIATION, INC.)

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Amended and Restated Declaration"), made this _____ day of _____, 1994, by JOHN LEE CARROLL, JR., MARY CARTER CARROLL ZIEGLER, THOMAS T. CARROLL, GENEVIEVE ANNE CARROLL, NATALIE ZIEGLER ZIRSCHKY (ALSO KNOWN AS NATALIE CARROLL ZIEGLER), JESSICA ZIEGLER CARDEW and SOPHIE ZIEGLER (collectively referred to as "Declarant"), BANK OF BALTIMORE ("Lender"), and ELIZABETH M. WRIGHT and ELLEN H.W. BOYER (collectively referred to as "Trustees").

W I T N E S S E T H:

WHEREAS, the Declarant as owner of certain property described on Exhibit A thereto, recorded that certain Declaration of Covenants, Conditions and Restrictions ("Declaration") together with By-Laws, both dated January 24, 1994, and recorded among the Land Records of Howard County in Liber 3135 et seq., folio 0239, et seq., and Liber 3136 et seq., folio 0269 seq., respectively, and by this Amended and Restated Declaration, Declarant hereby revokes the Declaration, in their entirety, and replaces the Declaration with this Amended and Restated Declaration; and

WHEREAS, the Declarant intends to develop or cause to be developed on the Property (hereinafter defined), single family homes and townhomes and open spaces surrounding storm water management facilities and entrance monuments; and

WHEREAS, the Declarant desires to subject the Property and the improvements located thereon, to the covenants, conditions and restrictions set forth herein which are for the purpose of protecting the value and desirability of the property and the improvements thereon and are for the purpose of distributing among the owners of the improvements the cost of maintaining and operating the common areas (as hereinafter defined), and any improvements constructed thereon; and

WHEREAS, the Declarant has caused or will cause a Maryland nonprofit membership corporation known or to be known as "The Trails at Woodlot Homeowners Association, Inc." (the "Association") to be formed in order to perform certain functions on behalf of the owners of lots within the Property, including, but not limited to, the enforcement of covenants, conditions, and restrictions herein set forth, management of the common areas to be owned by the Association, and collection and disbursement of the assessments and charges hereinafter created; and

WHEREAS, the Lender is the beneficiary and Trustees are the Trustees under an Indemnity Deed of Trust ("Deed of Trust") covering the Property dated October 20, 1993 and recorded prior hereto among the Land Records of Howard County, and join herein for the purposes set forth below.

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said property, and shall be deemed to run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

ARTICLE I

DEFINITIONS

1.1 Definitions. The following words, when used in this Amended and Restated Declaration, shall have the following meanings:

(a) "Architectural Committee" shall be composed of those three or more individuals so designated from time to time by (i) Declarant during the Development Period and (ii) by the Board of Directors after the Development Period. Those individuals appointed by the Board of Directors after the Development Period may be removed from the Architectural Committee at any time by the Board of Directors at its discretion. The initial members of the Architectural Committee shall be J. Thomas Scrivener, Lowrie B. Sargent and Chris Spendley.

(b) "Association" shall mean and refer to The Trails at Woodlot Homeowners Association, Inc., a Maryland not-for-profit corporation, as formed or to be formed by Declarant.

(c) "Board of Directors" shall mean the Board of Directors from time to time of the Association.

(d) "Builder" shall mean any person or entity that acquires a Lot from the Declarant or another Builder, not to occupy it as a residence, but in the ordinary course of its business, with the intention of constructing a dwelling on such Lot for sale or lease to another person for use as a residence.

(e) "Common Areas" shall mean all real property and improvements thereon owned or leased by the Association, for the benefit, use and enjoyment of its Members, to include, without limitation, (i) all roads and rights-of-way for vehicular ingress and egress and any storm water detention facilities not dedicated to public use and accepted for maintenance by Howard County, Maryland, (ii) non-tidal wetlands, (iii) buffer areas, (iv) steep slopes, (v) reserved open spaces, (vi) parking areas, (vii) entrance monuments or signs, (viii) street signs, (ix) landscaping, (x) trails or

walking paths, or (xi) recreational areas thereon.

(f) "Declarant" shall collectively mean and refer to John Lee Carroll, Jr., Mary Carter Carroll Ziegler, Thomas T. Carroll, Genevieve Anne Carroll, Natalie Ziegler Zirschky (also known as Natalie Carroll Ziegler), Jessica Ziegler Cardew, and Sophie Ziegler, and their respective personal representatives and assigns to which they shall convey or otherwise transfer their right, title, and interest to all or any part of the Property and in so doing expressly designate the transferee as Declarant hereunder.

(g) "Development Period" shall mean the period that is six (6) years from the date this Amended and Restated Declaration is recorded among the Land Records of Howard County, Maryland. With respect to any Land annexed to the Property by Declarant as herein permitted, the "Development Period" shall mean the time that is six (6) years from the time that such Land is annexed to the Property by recording an amendment hereto among the Land Records of Howard County aforesaid.

(h) "Lot" or "Lots" shall mean any or all numbered subdivided parcels shown on the Plat (except for any Open Space Lots or Common Areas), on which a dwelling is proposed to be constructed and which are part of the Property.

(i) "Member" shall mean and refer to any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association as provided in this Amended and Restated Declaration hereafter.

Whenever in this Amended and Restated Declaration any action is required to be taken by a specified percentage of "each class of the then Members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding Class A Members of the Association and by the specified percentage of the then outstanding Class B Members of the Association. Whenever in this Amended and Restated Declaration any action is required to be taken by a specified percentage of the "then Members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association.

(j) "Mortgagee" or "Holder", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Amended and Restated Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Amended and Restated Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government.

In the event any Mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA"), then as to such mortgage the expressions "mortgagee" and "institutional mortgagee" include the FHA or the VA, as the circumstances may require, acting, respectively, through the Federal Housing Commissioner and the Commissioner of Veterans Benefits, or through other duly authorized agents.

(k) "Owner" shall mean and refer to 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 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 solely as security for the performance of an obligation.

(l) "Plat" shall refer collectively to the Plat entitled, "Woodlot Section 1 Lots 1 Thru 92", Sheets 1 through 9, which Plat is recorded among the Land Records of Howard County, Maryland (the "Land Records") as Plat Nos. 11206-11214 inclusive, and the Plat entitled, "Woodlot Section 2 Lots 93 Thru 136", Sheets 1-_____, intended to be recorded among the Land Records and any plats recorded among the Land Records in substitution therefor or amendment thereof, and any plats hereafter recorded among the Land Records of any additional land that may hereafter expressly be made subject to this Amended and Restated Declaration by an instrument in writing duly executed, and recorded among the appropriate Land Records.

(m) "Private Streets and Roadways" are part of the Common Areas and shall mean and refer to all streets, roadways, sidewalks, curbs, gutters and parking areas within the townhouse section and are to be used exclusively by the owners of the Townhouse Lots and their invitees.

(n) "Property" shall mean the property described in Exhibit A attached hereto, and such additions as may hereafter be brought within the jurisdiction of the Association and subjected to this Amended and Restated Declaration.

(o) "Single Family Lot(s)" shall mean those Lots on which detached single family dwellings shall be erected, and shall mean and refer to each and every one of the Lots so designated and described in this Amended and Restated Declaration and in any amendment hereto made by the Declarant or others pursuant to the provisions of Article IX of this Amended and Restated Declaration.

(p) "Structure" shall mean 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, deck, shed, greenhouse, or bath house, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio, television, or other antenna, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, 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 six (6) inches from that existing at the time of purchase of each Owner (other than Declarant or a Builder).

(q) "Townhouse Advisory Council" shall mean and refer to a committee comprised of the Owners of the Townhouse Lots, which shall be selected by the Owners of the Townhouse Lots in accordance with the provisions of the Amended and Restated By-Laws or, if not created pursuant thereto, which may be appointed, from time to time, by the Board of Directors with respect to the Townhouse Lots. The Townhouse Advisory Council shall serve as an advisory committee to the Board of Directors with respect to issues and matters of concern only to the Townhouse Lots, including, but not limited to, the amount of the Townhouse Assessments, the manner of the maintenance and repair of the properties within the Townhouse Parcel, including any improvements situated thereon, architectural control (approval and disapproval of modifications, alterations or construction of improvements within the Townhouse Parcel) and other related matters. The recommendations of a Townhouse Advisory Council shall be binding on the Board of Directors unless 51% of the Townhouse Lot Owners by written consent advise the Board of Directors otherwise.

(r) "Townhouse Lot(s)" shall mean those Lots on which attached townhouse dwellings shall be erected and shall mean and refer to each one of the Lots so designated and described in this Amended and Restated Declaration and any amendment hereto made by the Declarant or others pursuant to the provisions of Article IX of this Amended and Restated Declaration.

(s) "Townhouse Parcel" shall mean all of the Townhouse Lots and the Private Streets and Roadways.

ARTICLE II

COMMON AREA PROPERTY RIGHTS

2.1 Grant of Lots. Declarant and any Builder shall hereafter hold, grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are for the benefit of, binding upon and shall run with the land, and are for the benefit of Declarant, the Association and the Owners, their heirs, personal representatives, successors and assigns.

2.2 Grant of Common Areas. Prior to conveyance of the first Lot to a Class A Member, Declarant covenants that it will convey to the Association those Common Areas which are intended to be conveyed to the Association (and not dedicated to Howard County), as shown on the Plat aforesaid, and the Association shall accept from Declarant the Common Areas, with such improvements as Declarant may construct thereon and shall hold them subject to the provisions hereof.

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

2.3.1 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas; and

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

2.3.3 The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless two-thirds (2/3) of the Members have agreed in writing to such dedication or transfer, after notice provided in accordance with the Amended and Restated By-Laws of the Association. The instrument dedicating or transferring such interests shall recite that the appropriate consents have been obtained and are part of the records of the Association.

2.3.4 The right of the Townhouse Lot Owners and their invitees to the exclusive use of the Private Streets and Roadways, which shall be appurtenant to and pass with the title to every Townhouse Lot. The Association shall have no right to suspend the right of any Townhouse Lot Owner to use the Private Streets and Roadways for vehicular and pedestrian ingress and egress to the Townhouse Lots and for parking.

2.3.5 The obligation of the Association to maintain the Open Space Lots excluding the Private Streets and Roadways in a natural and undeveloped state consistent with governmental regulations and health and safety considerations.

2.4 Any Owner may delegate, in accordance with the Amended and Restated By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on a Lot.

2.5 Except as otherwise permitted by the provisions of this Amended and Restated Declaration, no Structure shall be erected, placed or maintained on any Common Area except: (i) Structures designed exclusively for the common use of Owners, including, but not limited to, benches, chairs or other seating facilities, fences and walls, walkways, roadways, and similar facilities; and (ii) drainage, storm and utility systems. The Common Areas may be graded, planted with trees and shrubs and other plants placed and maintained thereon for the use, comfort and enjoyment of the Owners or for the establishment, retention or preservation of the natural growth or topography of the Common Areas and for aesthetic reasons.

2.6 The Association shall have the right to prescribe reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be applied equally to all Owners, except for rules and regulations regarding the Private Streets and Roadways which shall apply equally only to the Townhouse Lot Owners. The Association shall have the right to suspend voting rights of an Owner in the Association for any period of not more than sixty (60) days for an infraction of its published rules and regulations.

2.7 The Association may improve and develop, and shall supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas, including, by way of illustration, and not limitation, the Private Streets and Roadways, and all trees, shrubbery and other plants and landscaping together with any items of personal property placed or installed thereon, at the cost and expense of the Association.

2.8 Parking Rights.

(a) Ownership of each Townhouse Lot shall entitle the Owner or Owners collectively thereof to the use of not more than two (2) automobile parking spaces within the Property, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress to, from and upon said parking area. For those Townhouse Lots, upon which is provided a garage and driveway, the entitlement to two (2) automobile parking spaces shall be met by such garage and driveway. If the Association deems it necessary, it may, at its option, permanently assign one parking space for each Lot which does not have a garage and driveway.

(b) Parking within the Property shall be subject to the following restrictions:

i. All co-owners and occupants of any dwelling located on a Lot within the Property, which Lot has a garage and driveway, shall park within such Lot, either in the garage or on the driveway.

ii. Parking is not permitted on the Lots, other than in the garage or on the driveway.

iii. Parking shall be permitted in the streets and roadways within the Property only within those areas so designated and appropriately striped.

iv. The Board of Directors of the Association shall be entitled to establish supplemental rules concerning parking on any portion of the Common Area, Private Streets and Roadways and Lots, including, without limitation, reasonable fines and provisions for involuntary removal of any vehicle violating the provisions of this Amended and Restated Declaration and/or such rules.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

3.2 Voting. The Association shall have two (2) classes of voting Membership.

3.2.1 Class A. Class A Members shall be all Owners, with the exception of the Class B Members, and 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.

3.2.2 Class B. Class B Members shall be the Declarant and any Builder. The Class B Members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease, subject to revival upon additional land being annexed to the Property pursuant to this Amended and Restated Declaration, and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. Notwithstanding the above, the Class B membership shall cease and be converted to a Class A membership and not be subject to revival at the latest on January 1, 2001.

ARTICLE IV

RESERVED RIGHTS OF DECLARANT

4.1 Reserved Rights of Declarant. The Association shall hold the Common Areas conveyed to it by Declarant subject to the following:

4.1.1 The reservation to any Class B Members, their successors and assigns, of an easement on, over and under the Common Areas for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the Property and the Lots therein, including, but not limited to, the right to lay, install, construct and maintain pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide adequate service to any Lot, now or hereafter laid out or established on the Property, or in the area or on the area in which the same is located together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time.

4.1.2 The right of a Class B Member to store building supplies, construction equipment, and other similar property on the Common Areas during the Development Period. This reserved right shall expire one (1) month after completion of construction of all improvements by a Class B Member on all Lots or Common Areas within the area in which the Common Areas subject to such reserved easement are located.

4.1.3 Easements for installation and maintenance of utilities and drainage facilities as shown on the Plat and over the front and rear ten (10) feet of each Lot on the Property.

4.2 Grading. Declarant further reserves unto itself, its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot, and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a 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. No right shall be conferred upon any Owner or Member by the recording of any Plat relating to the development of the Property in accordance with such Plat, Declarant expressly reserving unto itself the right to make such amendments to any such Plat or Plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof.

4.3 Sales and Construction Office. During the Development Period, a Class B Member may construct, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the Common Areas or on any Lot which has not yet been conveyed to a Class A Member, and on or in any building or Structure now or hereafter erected thereon.

ARTICLE V

COVENANT FOR MAINTENANCE

5.1 Creation of Lien and Personal Obligations for Assessments. The 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, which shall be separated into two (2) different types; one type of annual assessment for each single family dwelling located within the Association ("Single Family Assessment"), and the other type of annual assessment for each townhouse located within the Association ("Townhouse Assessment"), (ii) special assessments for capital improvements, and (iii) additional assessments, all such assessments to be established and collected as hereinafter provided. The annual, special, and additional assessments, together with interest, costs, and reasonable attorneys' 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 reasonable attorneys' fees, shall also be the personal obligation of the person 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 expressly assumed by them.

5.2 Purposes of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Lots within the Property and for the improvement and maintenance of the Common Areas 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 may include an amount adequate to establish a reserve fund for replacement of capital improvements in the Common Areas. A proportionate amount of each assessment payment received by the Association applicable to the reserve fund shall be received and held by the Association in trust, and shall be held separate and apart from other Association funds. The reserve fund for the Private Streets and Roadways shall be held separate and apart from any other reserve fund. Such trust funds shall be retained by the Association and used only for capital improvements and/or replacement of Common Area facilities. In any fiscal year, the Board of Directors, by a majority vote thereof, shall have authority to approve the use up to ten percent (10%) of said trust funds for such capital improvements and/or replacement of capital improvements in the Common Areas. Any expenditures in excess of 10% of the reserve fund shall require approval of a majority of Owners, provided that a majority of the Townhouse Lot Owners shall be required to approve expenditures from the reserve fund for the Private Streets and Roadways.

5.4 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment shall be Eighty Dollars (\$80.00) per Single Family Lot, and Six Hundred Dollars (\$600.00) per Townhouse Lot, payable as determined by the Board of Directors.

5.4.1 From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment may be increased each fiscal year of the Association not more than ten percent (10%) above the annual assessment for the previous fiscal year without a vote of the membership.

5.4.2 From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member the maximum annual assessment may be increased above ten percent (10%) of the annual assessment for the previous fiscal year by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, and provided further that the Townhouse Assessment may not be so increased without the consent of the Townhouse Advisory Council.

5.4.3 The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

5.5 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment against the Single Family Lots and/or the Townhouse Lots 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 Areas, including fixtures and personal property related thereto, and/or to meet any other emergency or unforeseen expenses of the Association, provided that any such assessment shall have the assent of a majority of the Owners who would be required to pay such Special Assessments.

5.6 Notice and Quorum for Any Action Authorized under Paragraph 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 5.4 shall be sent to all Members not less than fifteen (15) 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, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) 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 each type of Lot 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; provided, however, that Class B Member(s) shall only be required to pay twenty-five percent (25%) of the assessment for each Lot owned by the Class B Member which does not have a completed and occupied dwelling located upon such Lot. Notwithstanding any provision contained in this Amended and

Restated Declaration to the contrary, Class B Members shall pay the expenses incurred by the Association during the Development Period to the extent that the annual assessments levied during the Development Period against the Class A Members are insufficient to pay such expenses, up to a maximum amount equal to that which would be due from such Class B Members under the preceding sentence of this Paragraph.

5.8 Additional Assessments. Additional assessments may be fixed against any Lot only as provided for in this Amended and Restated Declaration. Any such assessments shall become 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 budgets adopted by the Association for the Single Family Lots and the Townhouse Lots, respectively, 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) of the Single Family Lots and the Townhouse Lots, respectively, including the Declarant, based upon the portion of the previous fiscal year that each such Owner (or former Owner), including the Declarant, shall have held record title to the Lot, as determined by resolution of the Board of Directors.

5.10 Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment of Assessments.

5.10.1 The annual assessments provided for herein shall commence as to each Lot on the first day of the first month after a certificate of occupancy is issued for the dwelling on such Lot. 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 calendar 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 Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

5.10.2 If additional land is annexed to the Property as herein permitted, the annual assessments as to the Lots added to the Property by such annexation shall commence on the first day of the month following the conveyance of the first Lot within the annexed land to a Class A Member.

5.11 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, and shall be subject to a late charge of Five Dollars (\$5.00) or five percent (5%) of the assessment, whichever is greater, 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 reasonable attorneys' fees and court costs. All such interest, late charges, and costs of collection shall be deemed to be an additional assessment hereunder. 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

5.12 Maryland Contract Lien Act. The Association may establish and enforce the lien for any assessment, annual, special, or additional, granted herein 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 unpaid assessments, costs of collection, interest and late charges permitted by law, and attorneys' fees provided for herein or awarded by a court for breach of any of the covenants herein.

5.13 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. 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 due the Association on account of the Lot, 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 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.

5.14 Exempt Property. All property dedicated to and accepted by a public authority and all property owned by the Association or another charitable or nonprofit organization exempt from taxation by the laws of the State of Maryland shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessment.

ARTICLE VI

MAINTENANCE BY OWNER

The Owner of each Lot shall keep his 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, keeping all sidewalks neat, clean, and in good repair, and free of ice and snow, 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 Architectural Committee, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days' written notice to the Owner to remedy the condition, 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 the improvements or Structures thereon and the cost thereof shall be a binding, personal obligation of such Owner, and an additional assessment, upon the Lot in question.

ARTICLE VII

ARCHITECTURAL REVIEW

7.1 Building Restrictions. No Structure shall be commenced, erected, or maintained on any Lot nor shall the exterior appearance of any Structure on any Lot be changed or altered from the appearance thereof after completion by a Class B Member and conveyance thereof to a Class A Member, nor shall the natural state of any area of any Lot be disturbed or altered after completion of construction of the improvements thereon by a Class B Member and conveyance thereof to a Class A Member, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any such Structure, until the plans and specifications showing the nature, kind, shape, dimensions, materials, floor plans, color scheme, location, exterior plans and details, paving plans and location, landscaping details, proposed topographical changes, together with the estimated cost of said work, and the Owner's proposed construction schedule, and together with a designation of the party or parties to perform the work have been submitted to and approved in writing by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove such design and location in writing within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Paragraph 7.1 will be deemed to have been complied with.

7.2 Criteria for Approval. The Architectural Committee shall consider such plans and specifications for approval upon the basis of, among other things, the harmony of external design and location in relation to surrounding Structures and topography, the nature and durability of the materials, quality of workmanship, choice of colors and materials, grade elevations and/or drainage, the ability of the party or parties designated by the Owner to complete the work proposed in accordance with the plans and specifications submitted, including, without limiting the foregoing, such factors as background, experience, skill, quality of workmanship, financial ability, etc. In reviewing the plans, the Architectural Committee may also consider factors of public health and safety, the effect the proposed work will have on the use, enjoyment, and value of surrounding properties, and/or the outlook or view of other neighboring properties and the suitability of the proposed improvements or alterations with the general aesthetic values of the surrounding area.

7.3 Disapproval of Plans. In any case where the Architectural Committee shall disapprove the 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 in writing of the grounds upon which such action was based. 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.

7.4 Approval of Plans. The applicant shall submit for approval two (2) sets of plans and specifications. Upon approval by the Architectural Committee, one copy of such plans and specifications shall be retained by the Committee, and the other bearing the approval of the Committee in writing shall be returned to the applicant.

7.5 Completion of Construction. Upon completion of construction of any Structure in accordance with the provisions hereof, the Architectural Committee, upon request of the applicant, shall issue a Certificate of Compliance, identifying such Structure and the Lot on which Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. A copy of any Certificate of Compliance issued pursuant hereto shall be kept among the records of the Association and be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith, and for value, or as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in such certificate comply with the provisions hereof.

7.6 Examination Fee. The Architectural Committee may charge and collect a reasonable fee for the examination of the plans and specifications submitted for approval. Such payment shall be made at the time such plans and specifications are submitted, provided that such charge shall not exceed the amount chargeable by the appropriate governmental authority for the application for and processing of building permits for Structures on the Lot with regard to which such plans and specifications are submitted. Such fee shall be retained by the Association, and not by the Architectural Committee.

7.7 Committee Compensation. The members of the Architectural Committee shall serve without compensation unless specifically approved by the Members.

7.8 Class B Members Exemption. The provisions of this Article Seven shall not apply to any Structures commenced, erected, or maintained by a Class B Member on any Lot or within the Property until after completion thereof by the Class B Member and conveyance to a Class A Member.

7.9 Conditional Approvals. 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.

7.10 Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved, and shall be substantially completed within three (3) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

There shall be no substantial deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

7.11 Architectural Guidelines. The Architectural Committee may from

time to time adopt and promulgate such guidelines, rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards and guidelines and establish such criteria relative to architectural guidelines or details, fences, colors, set-backs, materials and other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such guidelines, rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Amended and Restated Declaration. The decision of the Architectural Committee shall be final.

7.12 Compliance with Neighborhood Agreement of the Citizens for Preserving the Harper's Choice Woodlands. The Property is subject to the terms and conditions of an Agreement dated September 29, 1992, by the Declarant and the Citizens for Preserving the Harper's Choice Woodlands (hereinafter referred to as "Agreement"). The terms of the Agreement relating to the Property have been included in the provisions of this Amended and Restated Declaration and supercede the provisions of the Agreement as they relate to the Owners, as described in subparagraphs 2.3.5, 8.3 and 11.5. In this regard, the Property shall be subject to the following restrictions:

(a) The Association may adopt and promulgate reasonable rules and regulations regarding the preservation of trees and natural resources and wildlife upon the Property.

(b) With regard to those six (6) Lots identified as Lots 70, 69, 68, 61, 60 and 59, respectively, all as shown on those portions of the Plat recorded as Plat No. 11210 and 11212, the Owners of said Lots shall not disturb any planting or trees therein and shall leave/maintain the area within twenty (20) feet of the rear lot line of each such Lot, as an undisturbed area.

(c) With regard to those two (2) Lots identified as Lots 50 and 51, respectively, all as shown on the portion of the Plat recorded as Plat No. 11209, the Owners of said Lots shall leave/maintain any evergreen screen plantings of each such Lot, together with the then existing plantings/trees, as an undisturbed area, as delivered to each Owner at the time of conveyance by any Builder.

(d) With regard to those (3) Lots identified as Lots 93, 94 and 95, respectively, all as shown on a portion of the Plat of Section 2 to be recorded in the Land Records, said Lots shall remain undisturbed and in a natural state, unless grading is necessary during home construction. If areas were disturbed, they shall be replanted and thereafter remain undisturbed.

(e) All Owners shall comply and be subject to the "Design Criteria" and the "Planting Standards", a copy of both of which are attached hereto and marked as Exhibit B, and incorporated herein by reference.

7.13 Nonapproved Structures or Uses. 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 Board of Directors 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 Association, through its agents and employees, shall have the right to enter upon the Lot and to take such steps as it deems necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of the Owner of the Lot, and an additional assessment upon the Lot.

ARTICLE VIII

RESTRICTIONS ON LOTS

The following restrictions shall apply to Class A Members:

8.1 Lots will be used for residential purposes and only such other purposes as may be permitted in a residential district by applicable zoning laws and regulations.

8.2 No structure of a temporary character, storage shed, swimming pool, recreational structures or other structures shall be erected, used or maintained on any Lot at any time, unless written consent of the Architectural Committee is obtained in accordance with Article VII.

8.3 No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level), shall be removed from any Lot without the express written authorization of the Architectural Committee.

8.4 No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Plat therefor.

8.5 The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling, except that this shall not prohibit the keeping of two (2) dogs, or two (2) cats or two (2) caged birds or any combination thereof, as domestic pets provided they are not kept, bred or maintained for commercial purposes and that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members, and provided further than any such pets are walked on any designated pet walking areas. Pets shall be attended at all times, unless fenced on a Lot, and shall be registered, licensed and innoculated as may from time to time be required by law. The Architectural Committee shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

8.6 No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such device as may be used exclusively for security purposes, shall be located, installed, or maintained upon the rear exterior of any dwelling or upon the exterior of any other improvements constructed upon any Lot.

8.7 No junk vehicle, unlicensed or inoperable motor vehicle, or any type of commercial vehicle, trailer, camper, van (except a van having a passenger car license), camp truck (weighing 3/4 ton or more), or other similar machinery or equipment of any kind or character (with the exception of such equipment and machinery as may be reasonable, customary or usual in connection with the use and maintenance of any dwelling), shall be kept upon the Property (regularly parked in front of any Lot or upon any Lot), nor (unless in case of bona fide emergencies), shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon, nor shall the use of all terrain vehicles upon the Property be allowed.

8.8 The location and design of enclosures for boats, house trailers, camping, traveling or recreational vehicles (other than automobiles), and related equipment, shall be approved by the Architectural Committee in accordance with the provisions contained herein.

8.9 Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" or "For Sale" signs (not larger than 2 feet by 3 feet), no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling. The provisions and limitation of this subsection shall not apply to any institutional first mortgagee of any lot who comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of any proceedings, assignment or deed in lieu of foreclosure.

8.10 No clothing, laundry, or wash shall be aired or dried on any portion of a Lot outside any dwelling.

8.11 Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. All trash must be kept in a hard container.

8.12 No burning of any trash and no accumulation or storage of litter, lumber, scrap metal, refuse, bulk materials, waste, new or used building materials, or trash of any kind shall be permitted on any Lot.

8.13 No Lot or any portion of the Common Areas shall be divided or subdivided and no portion of the Common Areas or any portion of any Lot (other than the entire Lot), shall be transferred or conveyed for any purpose. The provisions of this subsection shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Declarant or any other person for any purpose.

8.14 No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty (20) feet from either street line that will exceed three (3) feet in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight (8) feet).

8.15 No outside television aerial or radio antenna, or other aerial or antenna for receipt or transmission (including satellite dish), shall be maintained upon the Property.

8.16 Any fence constructed upon the Property shall not extend into

the front yards, nor may fences extend forward of the rear foundation wall.

8.17 No Member shall make any private or exclusive or proprietary use of any Common Areas except with the specific approval of the Architectural Committee, and then only on a temporary basis, and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise, or in any manner attempt to assert control over any employee of the Association.

8.18 No areas located within the Forest Conservation Areas, as shown on the Plat, shall be disturbed in any manner whatsoever by the Association or any Owner.

ARTICLE IX

ANNEXATION

9.1 Additional Property. Additional residential Lots and Common Areas may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members.

9.2 Annexation by Declarant. Notwithstanding the provisions of Paragraph 9.1, additional land may be annexed to the Property and made residential Lots and Common Areas of the Property by Declarant without the consent of Members from time to time within ten (10) years of the date this Amended and Restated Declaration is recorded among the Land Records of Howard County; provided however, that so long as there is a Class B Membership, if a mortgage on any Lot is guaranteed by the Veterans Administration or is insured by the Federal Housing Administration or any successor agency, any annexation shall be made only with the approval of the Federal Housing Administration and/or the Veterans Administration.

9.3 Recording. Any annexation made to the Property pursuant to Paragraph 9.1 above, shall be done and become effective upon recording of an amendment to this Amended and Restated Declaration by the Association and the record owners of any property being annexed among the Land Records, specifying the additional land to be annexed to the Property; and any annexation made to the Property hereunder pursuant to Paragraph 9.2 above shall become effective upon recording of an amendment to this Amended and Restated Declaration by Declarant among the Land Records, specifying the additional land to be annexed to the Property.

ARTICLE X

PARTY WALLS

10.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Lots and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

10.2 Sharing and Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

10.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omission.

10.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

ARTICLE XI

GENERAL PROVISIONS

11.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration. Failure by the Association 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.

11.2 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.

11.3 Amendment.

11.3.1 This Amended and Restated Declaration shall run with the land and be binding for a period of thirty (30) years from the date this Amended and Restated Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each unless and until an instrument signed by the then Owners in the majority of Lots subject to the same (casting one (1) vote for each Lot so owned) has been recorded, by which this Amended and Restated Declaration, in whole or in part, is amended, modified or revoked.

11.3.2 (a). For so long as there is Class B Membership of the Association, this Amended and Restated Declaration may be amended by an instrument in writing, signed and acknowledged by the Class B Members and by the President or Vice-President and Secretary or Assistant Secretary of the Association after approval of the amendment at a meeting of the Association duly called for such purpose. The vote (in person or by proxy) or written consent of (i) at least two-thirds (2/3) of the Class A Members of the

Association, if any, and (ii) the Class B Members shall be required to add to, amend, revise or modify this Amended and Restated Declaration. Following lapse of the Class B Membership in the Association, this Amended and Restated Declaration may be amended by an instrument in writing, signed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association with the approval, in the manner set forth above, of at least two-thirds (2/3) of the Class A Members of the Association at a meeting of the Association duly called for such purpose.

(b) An amendment or modification shall be effective when executed by the President or Vice-President and Secretary or Assistant Secretary of the Association who shall certify that the amendment or modification has been approved as herein above provided. The amendment shall be recorded in the Land Records. Unless a later date is specified in any such instrument, any amendment to this Amended and Restated Declaration shall become effective on the date of recording. For the purpose of recording such instrument, each Owner, other than the Class B Members, hereby grants to the President or Vice-President and Secretary or Assistant Secretary of the Association an irrevocable power of attorney to act for and on behalf of each and every Owner in certifying, executing and recording said instrument. Notwithstanding anything to the contrary contained herein, in not event may any of Class B Members' rights or privileges under the Articles of Incorporation or Amended and Restated By-Laws of the Association or this Amended and Restated Declaration be terminated, altered or amended without all Class B Members' prior written consent.

11.3.3 Anything set forth in Paragraph 11.3.2 above to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power, and authority to amend, modify, revise, or change any of the terms or provisions of this Amended and Restated Declaration, all as from time to time amended or supplemented. This unilateral right, power, and authority of the Declarant may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any party thereof or of any Lot thereof, for federally approved mortgage financing proposed under applicable Veterans Administration, Federal Housing Administration, or similar programs. If upon the application of Declarant the Veterans Administration or the Federal Housing Administration or any successor agency approves the Property or any part thereof or any Lot thereon for federally approved mortgage financing purposes, thereafter any amendments to the Amended and Restated Declaration made during any period of time when there are Class B Members shall also require the prior consent of the agency giving such approval.

11.4 Notices. All notices required or provided for in this Amended and Restated 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: J. Thomas Scrivener, Attorney-in-fact
c/o Woodlot Enterprises, Inc.
5026 Dorsey Hall Drive
Suite 204
Ellicott City, Maryland 21042

With a copy to: Rachel M. Hess, Esq.
9505 Reisterstown Road, Suite 3 North
Owings Mills, Maryland 21117

To the Association: To the Resident Agent of the
Association at her address, as
shown by the records of the State
Department of Assessments and
Taxation of the State of Maryland

To Owner/Members as follows: To the last known address of Owner/
Member as shown on the records of
the Association at the time of such
mailing, and if there is no such
address, then to the the Lot of such
Owner/Member

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 the Association, and if during the Development Period, the Declarant.

11.5 Right of Entry. Violation or breach of any provision herein contained shall give Declarant or the Association, to the extent that either of them may have a right of enforcement thereover, their respective agents, including the Architectural Committee, legal representatives, heirs, successors, and assigns, 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 as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any Structure or condition that may exist thereon contrary to this Amended and Restated Declaration; and 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 the Association shall be responsible for actually committing a trespass by behavior going beyond the intent of the authority conferred by this Paragraph, in such event neither Declarant nor the Association 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 Owners of the Lots when entitled to do so, to enforce the covenants by appropriate judicial proceedings.

11.6 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.

11.7 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 available relief either at law or in equity.

11.8 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 Amended and Restated Declaration.

11.9 FHA/VA Approval. If a mortgage on any Lot is guaranteed by the Veterans Administration or is insured by the Federal Housing Administration or any successor agency, then in that event so long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

11.10 The Trustees and Lender join herein for the purpose of assenting to and subordinating the Deed of Trust to the legal operation and effect of this Amended and Restated Declaration, reserving, however, the lien and effect of the Deed of Trust on the easements, reservations, rights and benefits reserved and retained by the Declarant herein.

ARTICLE XII

FORCE MAJEURE

12.1 In the event a Class B Member is delayed, hindered or prevented from doing or performing any act or thing required hereunder by reason of strikes, labor troubles, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, acts of God, fire, or other casualty or reason of a similar or dissimilar nature beyond the reasonable control of the Class B Member, then performance of such act or thing shall be excused for the period of the delay and the period for the performance of such act or thing shall be extended for a period equivalent to the period of such delay. In no event shall the extensions of time permitted herein extend beyond twenty (20) years from the date hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant, by and through their attorney-in-fact, J. Thomas Scrivener, by virtue a Joint Power of Attorney, recorded among the Land Records of Howard County on _____, the Lender and Trustees have hereunder set their hands and seals the day and year first above written.

WITNESS/ATTEST:

DECLARANT:

J. THOMAS SCRIVENER, ATTORNEY-IN-FACT
FOR JOHN LEE CARROLL, JR., MARY CARTER
CARROLL ZIEGLER, THOMAS T. CARROLL,
GENEVIEVE ANNE CARROLL, NATALIE
ZIEGLER ZIRSCHKY (ASLO KNOWN AS
NATALIE CARROLL ZIEGLER), JESSICA
ZIEGLER CARDEW, and SOPHIE ZIEGLER

By: _____ (SEAL)
J. Thomas Scrivener

LENDER:
BANK OF BALTIMORE

By: _____

WITNESS:

TRUSTEES:

Elizabeth M. Wright

Ellen H.W. Boyer

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1994, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared J. Thomas Scrivener, Attorney-in fact for John Lee Carroll, Jr., Mary Carter Carroll Ziegler, Thomas T. Carroll, Genevieve Anne Carroll, Natalie Ziegler Zirschky (also known as Natalie Carroll Ziegler), Jessica Ziegler Cardew and Sophie Ziegler, Declarant, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

My Commission Expires:

Notary Public

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1994, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared _____ of BANK OF BALTIMORE, the within named Lender, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

My Commission Expires:

Notary Public

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

I HEREBY CERTIFY, that on this _____ day of _____, 1994, before me, the subscriber, a Notary Public in and for the State of _____, personally appeared ELIZABETH M. WRIGHT, the within named Trustee, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

My Commission Expires:

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

I HEREBY CERTIFY, that on this _____ day of _____, 1994, before me, the subscriber, a Notary Public in and for the State of _____, personally appeared ELLEN H.W. BOYER, the within named Trustee, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

My Commission Expires:

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.

Rachel M. Hess

EXHIBIT "A"

DESCRIPTION OF SECTION 1
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION

The following real property is subjected to this Amended and Restated Declaration:

1. Lot Nos. 1 through and including 83; and
2. Common Areas shown as Open Space Lot Nos. 84 through and including 92
all as shown on those certain plats entitled, "Woodlot Section 1 Lots 1 Thru 92" recorded in the Land Records of Howard County as Plat Nos. 11206-11214, and;
3. Lot Nos. 93 through and including 136
as shown on that plat entitled, "Woodlot Section 2 Lots 93 Thru 136", recorded in the Land Records of Howard County as Plat Nos. _____.

EXHIBIT "B"

ATTACHED HERETO ARE THE DESIGN CRITERIA AND THE PLANTING STANDARDS