

RETURN TO:
Dulany, Leahy & Curtis, LLP
Attorneys at Law
127 East Main Street
Westminster, MD 21157

6317 0087

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

HERITAGE RIDGE

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, herein called "Declaration", made this 29TH day of September, 2010, by NELLIE-POLK D. PEIFFER, Managing Member of DORSEY SISTERS, LLC, a Maryland limited liability company, Owner, herein called "Declarant", and CARROLL COMMUNITY BANK (formerly known as SYKESVILLE FEDERAL SAVINGS ASSOCIATION), Mortgagee.

RECITALS, AGREEMENT AND DECLARATION

A. Declarant owns a tract of land, 60.8990 acres, more or less, located along Streaker Road in the Fourteenth Election District of Carroll County, Maryland, and more particularly described in a Deed dated June 10, 2008 and recorded among the Land Records of Carroll County, Maryland in Liber 5563, Folio 655, etc., herein called "Property", that Declarant has, in conformity with applicable County and State laws, ordinances and regulations, developed into three (3) minor subdivision lots and one (1) remaining portion which may be further subdivided.

B. Declarant desires by this Declaration to subject the aforesaid three (3) minor subdivision lots, designated as Lot 1, Lot 2 and Lot 3 on a Plat entitled "Heritage Ridge" and recorded among the Land Records of Carroll County, Maryland in Plat Book 52, Page 8, referred to herein collectively as "Lots" or individually as "Lot", to the covenants, conditions and restrictions set forth herein, which are for the purpose of protecting the value and desirability of the Lots.

C. Carroll Community Bank is the holder of a first mortgage on the Property and has agreed to subordinate its

mortgage lien to the legal operation and effect of this Declaration.

D. DECLARATION

NOW, THEREFORE, THIS DECLARATION WITNESSETH, that Declarant does hereby impose on all the Lots described in Section B., binding on each parcel thereof in its entirety, from and after the date of its conveyance by Declarant to any third party, the following covenants, conditions and restrictions, all of which shall run with and bind the title to each of the Lots and shall be binding on any and all parties having any right, title or interest therein, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof, with the clear understanding, however, that the covenants, conditions and restrictions contained herein shall not in any way affect or restrict the remainder of the Property, known as the "Remaining Portion" of Heritage Ridge.

1. Land Use. Each of the Lots shall be used for single-family residential purposes only. Not more than one (1) single-family dwelling shall be constructed or erected on any one Lot. No structure of a temporary character, trailer, basement, tent, garage, shed or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

The above single-family dwelling restriction shall not preclude the building of a dwelling with an "in-law" apartment or, subject to Declarant's prior written approval, the use of part of a dwelling for an in-home office or business as long as the architecture of said dwelling is in either case such that it appears to a general observer to be a typical single-family dwelling. Whether or not the architecture of a dwelling meets this subjective standard shall be solely in the judgment of Declarant. In addition to this subjective architectural criterion, the impact of any in-

home office or business use on the overall aesthetics of the subdivision shall also be a criterion upon which Declarant's approval shall be based. For example, without limiting the generality thereof, it is highly unlikely that Declarant will approve an in-home office or business use where customers and/or employees would be coming to and going from the dwelling on a daily basis or that, in Declarant's sole opinion, would negatively impact the other Lot Owners' use and enjoyment of their Lots in a material way. Regardless of any Declarant approval, the uses described above are still subject to approval by the appropriate governmental authorities as required by law.

2. Architectural Control. No dwelling, garage, shed, outbuilding, deck, patio, pool, fence, wall or other structure of any kind whatsoever shall be commenced, constructed, erected, installed, placed or maintained on any Lot, nor shall any exterior change (including, but not limited to, any change of color), addition or other alteration thereto be made, until detailed plans and specifications, drawn to scale, showing the nature, kind, shape, height, materials, color scheme, location and approximate costs have been submitted to and approved in writing by Declarant. Applications for the approval of plans and specifications shall be considered based upon their conformity with this Declaration. Nevertheless, these types of decisions are still subjective in nature. Furthermore, any decision by Declarant regarding the approval or disapproval of a particular set of plans and specifications is final and cannot be appealed to a higher authority or challenged by any other Lot Owner. Regardless of any Declarant approval, all structures are still subject to approval by the appropriate governmental authorities as required by law. Any dwelling or structure approved by Declarant and on which construction has started shall be completed in every detail, including exterior

grading, within one (1) year from the date it is started.

3. Dwelling Guidelines. The intent of the below Dwelling Guidelines is to give a Lot Owner a general idea of the kind of dwelling Declarant will or will not approve. The criteria herein are only guidelines, and are not meant to be all inclusive and cover every possible reason why a Lot Owner's dwelling plans and specifications may or may not be approved by Declarant.

(a) Style. A traditionally-styled dwelling such as, without limiting the generality thereof, a Rancher, Cape Cod or Two-Story Colonial will typically be approved. Conversely, a Split Foyer or Dome-Styled Dwelling will not be approved. Any other dwelling style such as, without limiting the generality thereof, Log, Contemporary, Tudor or Spanish will be approved only if, in Declarant's sole opinion, said dwelling style is in harmony with its surroundings.

(b) Height. No dwelling will be approved that exceeds two and one-half (2 1/2) stories in height, exclusive of the dwelling's basement.

(c) Square Footage. A Rancher must contain at least two thousand five hundred (2,500) square feet of finished living space, exclusive of attic, basement, porch and garage, whether said excluded components are finished as living space or not. Any other dwelling style must contain at least two thousand eight hundred (2,800) square feet of finished living space, exclusive of attic, basement, porch and garage, whether said excluded components are finished as living space or not.

(d) Attached Garage. A side-entry garage large enough for at least two (2) cars must be attached to the dwelling and be of similar architectural style and character. Declarant, at Declarant's sole discretion, may approve instead a like front-entry garage due to the building site's physical constraints and/or the dwelling's architectural style and

character.

(e) Exterior Walls.

(i) Foundation. Generally, all of the dwelling's exposed exterior foundation walls should be covered with brick and/or stone to grade level.

(ii) Above Foundation. Above foundation walls, the dwelling's exterior walls should be covered with brick, stone, vinyl siding or some attractive combination thereof. Other recognized and acceptable materials or combinations may be approved, at Declarant's sole discretion, due to the dwelling's architectural style and character.

(f) Roof.

(i) Pitch. The dwelling's roof must have a pitch of at least eight-twelfths (8/12). However, any sections of the roof covering a porch or dormer do not necessarily have to meet the aforesaid pitch requirement.

(ii) Overhangs. The dwelling's roof must have eave (i.e. soffit) side overhangs of at least ten (10) inches nominal and rake (i.e. gable) side overhangs of at least six (6) inches nominal.

(iii) Shingles. The dwelling's roof should be shingled with architectural grade shingles. Other types of roofing materials may be approved, at Declarant's sole discretion, due to the dwelling's architectural style and character.

(iv) Vent Pipes, Skylights, Etc.. The front of the dwelling's roof should not be marred with vent pipes, skylights or other unsightly protrusions.

4. Other Guidelines and Restrictions.

(a) Sheds and Outbuildings. Sheds and outbuildings shall be approved by Declarant based on their conformity with the surrounding architecture and environs. While proposed sheds and outbuildings shall not be held to the same guidelines as dwellings, each said proposed shed or

outbuilding must meet certain subjective criteria of attractiveness and harmony as compared to its corresponding approved dwelling. Under no circumstances will a cement or cinder block shed or outbuilding be approved.

(b) Pools. Pools shall be approved by Declarant based on their conformity with the surrounding architecture and environs, and must be attractively located, fenced and screened. For example, without limiting the generality thereof, Declarant will not approve a pool that because of its location on a Lot will, in Declarant's sole opinion, mar the scenic beauty of the subdivision. Generally, above-ground pools will not be approved. However, said general prohibition against above-ground pools shall not preclude the placement of a temporary child wading pool upon a Lot as long as said pool does not exceed sixty (60) inches in diameter or twenty-one (21) inches in height and, in Declarant's sole opinion, is placed upon the Lot in an inconspicuous location. All pools shall be properly maintained and safely secured so as to protect children and others from injury.

(c) Fencing. Fencing shall be approved by Declarant based on its conformity with the surrounding architecture and environs. Fencing shall be attractive and well maintained so as to preserve the scenic beauty of the subdivision. Generally, chain-link or other metal/wire type fencing will not be approved; however, certain types of fencing may, at Declarant's sole discretion, be lined on the inside face with unobtrusive wire. Additionally, plastic fencing that, in Declarant's sole opinion, is unattractive will not be approved. Generally, fencing will only be approved if located behind the front of its corresponding approved dwelling.

(d) Towers, Antennas and Dishes. No outside television or radio towers, antennas, satellite dishes or

similar apparatuses shall be erected, installed or maintained on any Lot, except that an outside antenna or satellite dish of reasonable height may be approved by Declarant as long as said antenna or dish, in Declarant's sole opinion, is placed thereon in an inconspicuous location that preserves the scenic beauty of the subdivision. Typically, a satellite dish with a face that exceeds twenty-four (24) inches will not be approved.

(e) Clotheslines. No exterior clotheslines shall be erected, installed or maintained on any Lot, except that collapsible or retractable clotheslines may be approved by Declarant as long as said clotheslines are placed in the rear yard behind the dwelling in an inconspicuous location that preserves the scenic beauty of the subdivision. Any such approved clotheslines shall be collapsed or retracted when not in use.

(f) Signs. No signs of any kind shall be erected, installed or maintained on any Lot without the prior written approval of Declarant, except for a sign of customary design and size advertising the property "For Sale" or "For Rent".

5. Utilities. Any pipes, lines or cables related to water, sewage, stormwater management, gas, electric or other utilities shall be buried underground whenever possible in order to preserve the scenic beauty of the subdivision. Utility meters, boxes and similar apparatuses should be placed on the side or rear of its dwelling if at all possible.

6. Driveway. A dwelling's driveway shall be blacktopped within nine (9) months of the issuance date of the dwelling's Certificate of Use and Occupancy. Other types of paving materials may be approved, at Declarant's sole discretion, due to the aesthetics of the setting.

7. Landscaping. After the construction of a dwelling is complete, a reasonable amount of landscaping, as

defined solely by Declarant, shall be installed on the dwelling's Lot, particularly in front of said dwelling. Said initial landscaping shall be completed within one (1) year of the issuance date of the dwelling's Certificate of Use and Occupancy. A landscaping plan shall be submitted to and approved in writing by Declarant prior to the installation of said initial landscaping and any subsequent additional landscaping of significance. Generally, tree screening rows will only be approved if located behind the front of its corresponding approved dwelling, and only if said screening is, in Declarant's sole opinion, nondestructive to the attractiveness of the subdivision as a whole.

8. Site Distance. No trees, shrubs or other objects of any kind shall be erected, installed or maintained on any Lot which blocks the view of operators of motor vehicles so as to create a traffic hazard.

9. Maintenance and Appearance. Each Lot, including any and all structures thereon, shall be attractively maintained. Exterior surfaces shall be painted or cleaned as needed in order to present and maintain an attractive and neat appearance at all times. Lawns shall be mowed and shrubbery trimmed on a regular basis; however, while a Lot is still unimproved, mowing may take place on a less regular basis, but in no event, less than four (4) times a year. Wild bushes and weeds shall be kept under strict control at all times. No lumber, metals or other materials shall be stored or allowed to accumulate outside on any Lot, except for building materials during the construction of an approved structure.

10. Trash and Debris. Each Lot shall be kept free of trash and debris. During the construction of an approved structure, a dumpster of reasonable size may be kept on the Lot as long as it is dumped on a regular basis and inconspicuously located so as to mitigate its obtrusiveness.

For typical household trash, containers shall be placed by the street in the open only on the days trash is to be picked up. At all other times, trash containers shall be inconspicuously stored so as to not be readily visible to others.

11. Animals. No animals or livestock of any kind shall be bred, raised or kept on any Lot, except that a reasonable number of dogs, cats or similar domesticated household pets may be kept for personal enjoyment, provided that such pets are maintained in such a manner as to avoid becoming a nuisance to the neighborhood. Specifically, without limiting the generality thereof, all dogs shall be contained or controlled via fence or leash when outside.

12. Storage and Repair of Motor Vehicles, Machinery and Equipment. No motor vehicles, machinery or equipment of any kind, including, without limiting the generality thereof, cars, sport utility vehicles, vans, trucks, motorcycles, recreational vehicles, motor homes, campers, boats, trailers, buses, tractors, lawn mowers, and farm machinery and equipment, shall be regularly kept outside of an approved garage, shed or outbuilding on any Lot, except that up to a total of three (3) noncommercial cars, sport utility vehicles, vans or trucks of reasonable size in attractive and operating condition with current license plates may be regularly kept outside on a Lot's approved paved parking pad. No repair of motor vehicles, machinery or equipment of any kind shall be carried on, except within an approved garage, shed or outbuilding and limited to the repair of the Lot Owner's own motor vehicles, machinery or equipment.

13. Nuisances. No noxious or offensive noises, activities or trades shall be carried on upon any Lot, nor shall anything be done or placed thereon which may be or may become a nuisance to the neighborhood. Specifically, without limiting the generality thereof, no snowmobiles, go-carts, mini-bikes, trail bikes or other loud-engine recreational

vehicles shall be operated on any Lot.

E. GENERAL PROVISIONS

1. Laws and Regulations. Notwithstanding any provisions of this Declaration, it is understood by all parties that the owners and occupants of each of the Lots shall respectively at all times comply with the law and regulations, including zoning laws and regulations, applicable to the Lots owned and/or occupied by them, and shall not allow any unlawful activity or use to occur thereon.

2. Supplements. The area of the Property subject to this Declaration may be increased by recording among the Land Records of Carroll County, Maryland a Supplement to this Declaration, which need only be signed by Declarant, the owner of the additional land described in the Supplement and the holder of any mortgage or similar lien thereon, stating that said additional land shall now be subject to some or all of the covenants, conditions and restrictions contained herein. No other land shall be subject to this Declaration unless the provisions of this Section have been complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than the Lots originally referred to herein or hereafter made subject to some or all of these covenants, conditions and restrictions as herein provided.

3. Amendments. As long as Declarant owns at least one (1) of the Lots subject to these covenants, conditions and restrictions, Declarant shall have the unilateral right, by instrument duly recorded among the Land Records of Carroll County, Maryland, which need only be signed by Declarant and the holder of any mortgage or similar lien on the portion of the Property still owned by Declarant, to amend or modify the provisions of this Declaration; as implied, the consent of the other Lot Owners and their respective mortgagees shall not be required even though such Amendment may affect portions of the

Property no longer owned by Declarant. However, after all the Lots subject to this Declaration have been sold by Declarant, this Declaration may only be amended or modified by an instrument signed by not less than the owners of sixty percent (60%) of the Lots subject to these covenants, conditions and restrictions and also signed by Declarant; any such Amendment must be recorded among the Land Records of Carroll County, Maryland in order to be effective.

4. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded among the Land Records of Carroll County, Maryland, after which time they will automatically extend for successive terms of ten (10) years each. However, this Declaration may be terminated at any time by an instrument signed by not less than the owners of sixty percent (60%) of the Lots subject to these covenants, conditions and restrictions and also signed by Declarant; any such Termination must be recorded among the Land Records of Carroll County, Maryland in order to be effective.

5. Assignment. Declarant may, from time to time, assign all rights and obligations assumed in this Declaration to an agent of Declarant's sole choice; such assignee shall have full authority to act hereunder on Declarant's behalf. In regards to such assignment right, Declarant hereby appoints Daniel E. Hoff of Samuel C. Hoff Agency as Declarant's Agent with full authority to act in Declarant's stead from the date hereof until he resigns or until written notice of his termination by Declarant, which must be recorded among the Land Records of Carroll County, Maryland in order to be effective. In the event Daniel E. Hoff is still acting as Declarant's Agent at the time of Declarant's dissolution, it is hereby agreed that Daniel E. Hoff shall assume the role of Declarant for his lifetime or until he, as Declarant, makes a

similar assignment of all rights and obligations assumed in this Declaration as provided above. In the event of the inability, inaction, resignation, dissolution or death of both Declarant and Declarant's Agent, the Lot Owners may appoint an individual or entity to exercise the authority herein given to Declarant. In such event, the collective owners of each Lot shall be entitled to one (1) vote to determine such appointment.

6. Enforcement. Declarant or any Lot Owner shall have the right to enforce, by a proceeding at law or in equity, or in an appropriate administrative proceeding, any and all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by Declarant or any Lot Owner to enforce any such covenant, condition or restriction shall in no event be deemed a waiver of the right to do so thereafter. If Declarant or any Lot Owner brings a legal action, and relief is granted to Plaintiff, Defendant shall pay all costs and expenses of the legal action, including, but not limited to, reasonable attorneys' fees to Plaintiff.

7. Mortgagee Clause. Carroll Community Bank joins herein for the purpose of assenting to and subordinating its interest under its Mortgage to the legal operation and effect of this Declaration, reserving the lien, the legal operation and effect of its Mortgage on the Property in all other respects.

8. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect the validity of any other provisions hereof, which shall remain in full force and effect.

9. Application of Terms and Provisions. The terms and provisions of this Declaration shall run with the land and shall be binding upon all Lot Owners, and upon their

