

ARTICLE V

Environmental Protection

Section 1. Architectural Review

(a). Formation; Composition. The Architectural Review Committee for the Association referred to herein and in the succeeding sections of this Declaration (the "Architectural Review Committee") is hereby created and shall have all the rights and powers and duties granted to it by the Declarant pursuant to this Declaration. The Architectural Review Committee is composed of the following members: Jeffrey Attman, Herbert Kishter and Shellye Attman Gilden, each of whom shall act and serve for a term of five (5) years accounting from the date hereof, and thereafter until his successor shall be duly appointed. At any time after the expiration of the aforesaid five (5) year period, the then members of the Association shall have the power upon a majority vote of the members present of a duly constituted meeting of the Association, the minutes of which shall be maintained among the records of the Association, to elect new members to, or otherwise change the membership of the Architectural Review Committee, so long as the Architectural Review Committee shall at all times be comprised of three members. After the expiration of the aforesaid five (5) year period, newly elected members of the Committee shall have a term of office of one (1) year in the event of death or resignation of a Committee member during his tenure, the Board of Directors shall select a replacement member to serve during the balance of the tenure. In the event of death or resignation of any members of the Architectural Review Committee during said five (5) year period, the Declarant shall have the sole right and authority to appoint a successor by a duly executed instrument, a copy of which shall be maintained in the records of the Association, designating the name and address of such successor. At the time, or from time to time, during said five (5) year period, the initial members of the Architectural Review Committee may be replaced for any reason with other individuals selected by the Declarant in this sole discretion. All questions shall be decided by a majority of the members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Architectural Review Committee, now or hereafter appointed shall act without compensation of services performed pursuant to these Covenants.

(b). General. Except for the initial construction of a Dwelling or structures by the Declarant, no Dwelling, improvement, building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration, landscaping or planting of any kind thereon or therein be made (such proposed referred to as an "Improvement") until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as

to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee of the Association. In the event said Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this Article V shall be construed to permit any review of architectural and building decisions made by the Declarant with respect to any Lot.

(c). Administration. For any proposed Improvement to a Lot, there shall be submitted in writing to the Architectural Review Committee, in duplicate, plans and specifications (hereinafter, the "Plans") showing the nature, kind, shape and dimensions, material, floor plans, color scheme, location, exterior plans and details, driveway plans and location, proposed topographical changes, together with the estimated cost of said proposed Improvement, alternation or other change, and together with a designation of the party or parties to perform the work in said proposed Improvements, alterations or other changes. No work shall begin on such proposed Improvements or alterations until the Architectural Review Committee has approved, in writing, the Plans.

The Architectural Review Committee shall consider applications for approval of plans, specifications, etc. upon the basis of conformity with this Declaration and shall be guided by the extent to which such proposal will insure reasonable conformity and harmony in exterior design and appearance, based upon, among things, the following factors: the quality of workmanship; nature and durability of materials; harmony of changes in topography, grade elevations and/or drainage; the complete proposal Improvements, alterations and/or other changes proposed in accordance with this Declaration, including without limiting the foregoing, such factors as background, experience, skill, quality or workmanship, financial ability, etc.; factors of public health and safety; the effect of the proposed Improvements, alterations and/or other changes on the use, enjoyment and value of other neighboring properties; and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Improvements, alterations and/or other changes with the general aesthetic values of the surrounding area.

The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified mail or in person in which case a written receipt shall be obtained. The Architectural Review Committee shall have the right to charge a processing fee, in the amount

of \$75.00 or such other amount as the Board of Directors may by resolution determine for such requests.

After construction, all Improvements, alterations and/or other changes continuously shall be maintained by strict conformity with the plans and specifications so approved.

(d). Specific Approval Required. Without limiting the generality of subsection (a) of this Section, and except for actions of the Declarant, none of the following actions may be taken upon any Lot unless the Architectural Review Committee has approved such action in the matter hereinabove set forth.

(1) any installation, enlargement, alteration, restaining or repainting (other than in the same stain or color as the stain or color therefore immediately before such restaining or repainting), of any patio or deck in the rear or the front of any Dwelling, or the addition of any steps thereto;

(2) the construction of any storage shed anywhere on a Lot;

(3) any alteration in the color or type of the roof of a Dwelling;

(4) any alteration in the color or type of exterior of any Dwelling;

(5) any alteration in the color or type of any exterior trim or mailbox on any Dwelling;

(6) any change in the shape, size or color of any window of any Dwelling;

(7) any change in the design or color of any exterior door of any Dwelling;

(8) any alteration in the size, shape or material of any exterior sidewalk;

(9) any change in the color of any privacy screen located upon a Lot;

(10) any change in the color of the existing roof-top flue and chase, or any installation of any cover for such flue, upon any Dwelling;

(11) the construction or installation of any fireplace requiring the use of an exterior flue or chase upon any Dwelling;

(12) the construction or installation of any awning of any type over the front, side or rear porches, doors or windows of any Dwelling;

(13) the construction or installation of any ground or above-ground swimming pool of any type on any Lot;

(14) the construction or installation of any fencing on the Property;

(15) the installation or, or change of color, type, shape, style or any storm door on any Dwelling.

(e). Authority of Committee. The Architectural Review Committee shall have the authority to promulgate rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Architectural Review Committee shall be final except that

any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 2. Right of Entry. In carrying of the provisions of this Article V, of Article VI, of Article VII, or any other Article of this Declaration and of any of the rules and regulations adopted and promulgated pursuant to the provisions hereof, the Architectural Committee, the Board of Directors and/or the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations; provided, however, that except in the case of an emergency, no entry shall be made except upon five (5) days written notice to the member or members affected thereby to correct the deficiency. No one entering any such Lot for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or inspection. Wherever any approval of the Board of Directors or the Architectural Review Committee is required under the terms of this Declaration, such approval must be in writing.

Section 3. Wetlands Protection. Notwithstanding any provision of this Declaration to the contrary, there shall be no removal or disturbance of any vegetation in areas designated on the Plat as “wetlands” or “wetlands buffer” except upon approval of the Office of Planning and Zoning of Anne Arundel County and upon the approval of all other governmental agencies having jurisdiction over such areas.

ARTICLE VII

Use Restrictions

Section 1. Use of Lots. The following restrictions shall run with and bind property. Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors or the Architectural Review Committee, and as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas:

(a) No Lot shall be used for any purpose other than for residential use.

(b) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which reasonably may be or become an annoyance or nuisance to any other occupant of a Lot. Without limiting the generality of the other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any Lot.

(c) There shall not be erected on the Property any Improvement of a temporary character including, by way of example rather than of limitation, any trailer, tent, shack, garage, barn or other out-building except as may be approved by the Architectural Review Committee pursuant to Article V hereof.

(d) No tractor-trailer truck, or any house trailer, boat or boat trailer, camper or other recreational vehicle, shall be placed or kept on the Property, either temporarily or permanently. No motorized vehicle of any kind shall be parked on the Property except in the driveways of Lots or in curbside parking areas.

(e) No livestock or other animals, or poultry of any kind shall be raised, bred or kept upon any Lot, either temporarily or permanently; except, however, two (2) or fewer dogs or cats may be kept on a lot so long as such pet (s) are not kept, bred or maintained thereon for any commercial purpose. Pets shall not be permitted on the Common Areas unless accompanied by an adult, and unless they are leashed. Any Owner who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold harmless the Association, each of the Owners and the Declarant from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet. All pets shall be registered with the Board of Directors, and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the Property, and the Board of Directors will have the exclusive authority to declare any pet a nuisance. **Pets shall not be permitted to roam free on the Property but at all times pets shall be attended and accompanied by a reasonable person and shall be either carried or leashed.** The owner of any pet shall immediately remove from the Property any excrement deposited on the

Property by such owner's pet. Violation of any provision of this subsection (f) shall subject the owner of such pet to a daily fine of not more than Twenty-Five Dollars (\$25.00) for each such violation, which fine may be included in the Pet Owner's monthly assessment or Enforcement Assessment; each day that a violation occurs or has not been corrected by the owner shall be deemed a separate violation.

(f) No lumber, materials, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot or Common Area except building materials during the course of construction, maintenance or repair of or on Common Areas by Declarant. Trash, garbage and other waste shall be kept only in sanitary containers and such shall not be visible from the streets. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Grass and lawn clippings shall not be disposed of on the Common Areas.

(g) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements through and over Lots have been reserved for water, sewers, drainage and utility installations and maintenance for such purposes and uses as are shown on the Development Plan and/or the Plat for the Property. Within these easements, no structure, planting or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance or utilities, or which may cause the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Declarant, its agents, successors and assigns, assigns shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved. Declarant shall also have the right at the time of or after, grading any street, driveway or parking area, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, driveway or parking area, but there shall be no obligation on Declarant to do such grading, unless otherwise properly required to do so by an appropriate government authority. Declarant shall further have the right to establish contiguous five (5) foot drainage easements on any two adjacent lots if it is deemed necessary in the sole discretion of Declarant.

(h) All Common Areas may be used for, and only for, parks and recreational purposes, parking, trash storage and collection, ingress and egress, and for Common Utilities, including, but not limited to, storm water and sanitary sewers, telephone, water, gas, electricity and cable T.V., and for such other purposes authorized by the Association or its Board of Directors, subject to the provisions of this Declaration.

(i) The rights and duties with respect to sanitary and water, cable T.V., electricity, gas and telephone lines and other Common Areas shall be governed by the following:

(A) Whenever water, sanitary sewer, electricity , gas, cable T.V. or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefore, to enter upon or have a utility company enter upon portion or the Property in which said installations lie, to repair, replace and generally maintain said installations.

(B) The right granted in subparagraph (i) above shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full reasonable use and enjoyment, and provided further than anyone exercising said right shall be reasonable for restoring the surface of the easement area so used to its condition prior to such use.

(C) In the event of a dispute between Owners with respect to the repair or rebuilding of said installations, or with respect to sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

(j) Easements over the Property for the installation and maintenance of electric, telephone, cable T.V., water, gas, drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, together with the right to grant and transfer the same during such time that Declarant is the Owner of any part of all of the Property. Declarant also reserves the right to enter upon the Common Areas and Lots for the purpose of completing the improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the Improvements thereon or to correct any condition which adversely affects the Property or any portion thereof.

(k) No clothing or any other household fabric shall be hung in the open on or about the Property, on clothesline or otherwise.

(l) No unlawful use shall be made of any portion of the Property, and all laws, zoning and other ordinances and regulations of governmental and other municipal bodies and the like shall be observed at all times.

(m) Nothing contained in this Article VII shall be construed to limit in any way the rights and powers of the Board of Directors to approve or disapprove of the erection of buildings, fences, walls or other structures or of changes or alterations to the Property, as more fully provided in Article V hereof.

(n) Nothing contained in this Article VII shall be construed to in any way limit the right of Declarant to use any Lot owned by Declarant for the purposes of a construction office, sales office, executive and/or management office and/or for model, and display purposes and for the carrying out of the above activities.

(o) Declarant reserves the right to place electric and/or utility meters on the exterior of any Dwelling or Improvement, which may be located on any lot. Said meters may serve the Improvements to which they are attached, and may serve other Improvements located within the Property. A perpetual easement running

with each Lot shall exist for the placement of such electric and other utility meters on the exterior of the Improvements located on said Lots.

(p) No sign of any kind other than those of Declarant, its builder or designated agent, shall be displayed to the public view on any Lot, except that one sign of not more than four (4) square feet advertising the Lot for sale or rent will be permitted.

(q) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

(r) No trees having a diameter of six (6) inches or more (measured at a point two feet above the ground level) except during initial construction shall be removed from any Lot without the express written authorization of the Board of Directors or Architectural Review Committee or unless properly authorized by an appropriate governmental authority. The Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Property. It shall deem it appropriate, the Board may mark certain trees, regardless of size, as not removal without written authorization.

(s) The Board of Directors or the Architectural Review Committee or their authorized agents shall have the right to enter upon any lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Board, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of the street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days prior written notice to correct the problem. The costs of such entry, trimming or pruning shall be levied against the Owner of such Lot and added to such Owner's monthly assessment or Enforcement Assessment.

(t) No fence may be approved by the Board of Directors unless said fence meets all of the following characteristics: it shall be constructed with the same or substantially similar material and be of the same color, height and type as any type of fence which may be initially approved by Declarant. Fences shall be within the property lines of the Lot on which it is proposed to be located, and be entirely to the rear of the rearmost portion of the house located on said Lot, and otherwise be fully in accordance with the Zoning Regulations or other applicable regulations of Anne Arundel County, Maryland. Nothing herein shall require the Board of Directors to approve any fences even if such proposed fences meet the characteristics herein set forth.

(u) Roof top television and other antennas shall not be permitted without the prior approval of the Architectural Committee.

(v) No amateur radio transmission antenna shall be constructed anywhere on the Property.

(w) No junk vehicle, unlicensed or inoperable motor vehicle, trailer, camper, camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas and community facilities) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(x) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof 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 Association, the Declarant or any other person for any purpose.