

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RAINCLIFFE

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS (the "Declaration") made this 6th day of October, 2010, by RAINCLIFFE PROPERTIES, LLC, a Maryland limited liability company (the "Declarant").
Plat entitled "Raincliff Center" GE

RECITALS

A. Declarant executed and recorded among the Land Records of Carroll County, Maryland ("Land Records") that certain Declaration of Covenants, Conditions and Restrictions dated June 14, 2010, in Liber 6215, folio 0020 et seq. ("Original Declaration").

B. At the time the Original Declaration was recorded in Land Records, it was anticipated the community of Raincliffe contain condominium dwellings, however, the development plans have changed and the community will now only contain fee simple residential lots. Accordingly, Declarant desires to amend and restate in its entirety the Original Declaration, as all more specifically set forth herein.

C. Declarant is the owner and developer of certain land (the "Land") located in Carroll County, Maryland (the "County"), as shown on the Plat (as hereinafter defined), recorded among the Land Records of Carroll County ("Land Records").

D. It is the intention of Declarant to develop the Land as a residential community, and it is the intention of Declarant to insure therefor a uniform plan and scheme of development, and unto that end the Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:

(1) To insure uniformity in the development of the Lots (as hereinafter defined) in the Community (as hereinafter defined).

(2) To facilitate the sale by the Declarant, its successors and assigns, of the land in the Community by reason of its ability to assure such purchasers of uniformity.

(3) To make certain that the Covenants shall apply uniformly to all Lots for the mutual advantage of the Declarant, the Record Owners and any Mortgagee (as such capitalized terms are defined herein) and to all those who may in the future claim title through any of the above.

(4) To provide for the benefit of the Record Owners, the preservation of the value and amenities in the Community, and the maintenance of certain reserved open spaces and common areas, including but not limited to easements, charges and liens, herein below set forth, and for the creation of an association to be delegated and assigned the powers of maintaining and

administering the Common Areas (as hereinafter defined), and enforcing all applicable covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; which association shall be incorporated under the laws of the State of Maryland, as a nonprofit corporation, for the purpose of exercising the functions as aforesaid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Declarant hereby amends and restates the Original Declaration in its entirety as set forth below and does hereby establish and impose upon the Property, the Covenants for the benefit of and to be observed and enforced by the Declarant, its successors and assigns, as well as by all purchasers of Lots, to wit:

ARTICLE I **DEFINITIONS**

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 "Association" shall mean and refer to Raincliffe Community Association, Inc., a Maryland nonprofit corporation, its successors and assigns, organized by filing Articles of Incorporation with the State Department of Assessments and Taxation.

1.2 "Builder" shall mean NVR, Inc. d/b/a Ryan Homes, or any other person or entity which shall, in the ordinary course of such person's or entity's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.

1.3 "Common Areas" shall mean and refer to those areas of land, intended to be devoted to the common use and enjoyment of the Record Owners of the Lots, including, but not limited to, real property or other facilities which the Association owns and/or in which the Association acquires a right of use for the benefit of the Association and its Members including, without limitation, all those areas depicted as, "OPEN SPACE PARCEL 'J'", "PARCEL 'N' (AMENDED)" and "OPEN SPACE PARCEL 'O'", or other similar designations, all as shown on the Plat (as hereinafter defined), and any other areas which may be designated as Common Areas on any Plat from time, as well as any private storm drains, private stormwater management facilities, retaining walls located anywhere on the Property, including on any Lot, drainage and utility easements, landscaping and entrance monuments serving the Community, common walkways serving the Community, and any fencing serving the Community, saving and excepting, however, so much of the Land previously conveyed or to be conveyed to the County.

1.4 "Community" shall mean and refer to all of the land hereby made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records and any Additional Property (as hereinafter defined) that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.5 "Declarant" shall mean and refer to Raincliffe Properties, LLC, a Maryland

limited liability company, its successors and assigns to whom it shall expressly (a) convey or otherwise transfer all of its right, title and interest in the Property as an entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof, as Declarant.

1.6 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions made by the Declarant, applicable to the Property and heretofore recorded among the Land Records, and any additions, amendments or modifications thereto.

1.7 "Development Period" shall mean the time commencing on the date of recordation of this Declaration among the Land Records and ending on the date the last Lot is conveyed to a Class A Member who intends to reside on such Lot. No rights, easements or other powers or privileges of Declarant under the Association documents shall terminate upon the expiration of the Development Period unless the duration of any such right, easement, power or privilege is expressly limited to the Development Period.

1.8 "Lot" and/or "Lots" shall mean and refer to those portions of the Property that are subdivided parcels of land shown and defined as lots or plots of ground (exclusive of the Common Areas) and designated by numerals on the Plat, on which a dwelling exists, or is proposed to be constructed.

1.9 "Member" or "Members" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

1.10 "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Common Areas, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

1.11 "Mortgagee" shall mean the person secured by a Mortgage, and shall also include the beneficiary or holder of a deed of trust.

1.12 "Owner" or "Record Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the fee simple record title to a Lot, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by the entireties, or tenants in co-partnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in a real property tenancy, or partnership relationship, or otherwise, all of the same, as a Lot, shall be deemed a single Record Owner and shall be or become a single Member of the Association by virtue of ownership of such Lot. The term "Owner" or "Record Owner" shall not, however, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, (but shall instead mean the holder of the leasehold interest that is subject to redemption under Title 8 of the Real Property Article, *Annotated Code of Maryland*)

nor shall it include a Mortgagee.

1.13 "Plat" shall mean, collectively, the plats entitled "3RD AMENDED PLAT OF RAINCLIFFE CENTER", as recorded among the Land Records in Liber 52, folio 71 et seq.; and shall also include any plats recorded among the Land Records in substitution therefor or amendment thereof, plus any plats hereafter recorded among the Land Records of any Additional Property that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed, and recorded among the Land Records.

1.14 "Property" shall mean and refer to all of the real property described in Exhibit "A" attached hereto, and any additional land at such time as it is hereafter expressly made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.15 "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish", fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, 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 first ownership by a Record Owner hereunder other than the Declarant.

ARTICLE II

COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 **ADMINISTRATION; ARCHITECTURAL REVIEW COMMITTEE.** The Architectural Review Committee, whose members shall be appointed by the Declarant during the Development Period and thereafter by the Board of Directors of the Association (the "Architectural Review Committee"), shall have all the rights, powers and duties granted to it pursuant to this Declaration. The Architectural Review Committee shall be comprised of at least three (3) members, and not more than five (5); provided, however, during the Development Period, the Architectural Review Committee may be comprised of one (1) initial member. At any time, or from time to time, during the Development Period, the initial members of the Architectural Review Committee may be replaced for any reason (including death or resignation) with other individuals selected by the Declarant in its sole discretion. During the Development Period, or until their successors are duly chosen and qualified, the initial members of the Architectural Review Committee shall be Robert A. Scranton, Frank E. Potepan, III and Pamela A. Walter. 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 for services performed pursuant to this Declaration. The Declarant hereby grants to the Architectural Review Committee, its successors and assigns, the right to establish architectural design criteria for the Community (the "Design Guidelines") and rules and regulations pertaining to the use of the Lots, which shall be made available to all Members.

2.2 ARCHITECTURAL REVIEW.

(a) No Structure (other than construction or development by, for or under contract with Declarant or the Builder) shall be constructed on any Lot, nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure until the plans and specifications, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, the proposed construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Review Committee, its successors and assigns, and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval of the Architectural Review Committee of any Structure or Alterations shall in no way be deemed to relieve the Record Owner of any Lot from its obligation to obtain any and all permits and approvals necessary for such Structure or Alterations.

(b) The Architectural Review Committee shall consider applications for approval of plans and specifications upon the basis of conformity with this Declaration, applicable law and the design guidelines, if any, and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance; based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Record Owner to complete the Structure or Alterations proposed in accordance with this Declaration, including, without limiting the foregoing, factors of public health and safety; the effect of the proposed Structure or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or Alterations with the general aesthetic appearance of the surrounding area.

(c) 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. The Architectural Review Committee shall make reasonable efforts to approve or disapprove any plans within sixty (60) days of receipt thereof; provided, however, that plans

and specifications which have not been approved or rejected within one hundred twenty (120) days shall be deemed approved. Notwithstanding the foregoing, all approvals must be in writing. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Review 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. The Architectural Review Committee shall have the right to charge a reasonable processing fee for such requests, which shall be retained by the Association and not the Architectural Review Committee.

(d) Construction of Alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article II shall be commenced within three (3) months following the date of approval and completed within six (6) months of commencement of the Alterations, or within such other period as the Architectural Review 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 Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and Alterations shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable laws.

(e) If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives written notice thereof to its Record Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Record Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Record Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an assessment levied against such Lot, and, upon the failure of the Record Owner to pay such cost within ten (10) days after such Record Owner's receipt of written demand therefor from the Association, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

(f) Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Architectural Review Committee gives written notice thereof to the Record Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or Alteration are in accordance with the provisions hereof.

(g) Upon completion of construction of any Structure or Alteration in accordance with the provisions hereof and submission by the Owner to the Architectural Review Committee of a final inspection and acceptance documentation from any required issuing permit authority, the Architectural Review Committee, upon request of the applicant shall issue a

Certificate of Compliance ("Certificate") identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. The Certificate shall be retained in the records of the Association. Any Certificate issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in the Certificate complies with the provisions hereof.

2.3 **LAND USE.** The Lots, except as hereinafter provided, shall be used for private and residential purposes only. None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single family dwelling and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration. In no event shall any dwelling be used at any time for any commercial purpose, provided however, that the foregoing shall not preclude no-impact home-based businesses as more fully described below.

2.4 **NO-IMPACT HOME-BASED BUSINESSES.** Notwithstanding anything contained herein to the contrary, pursuant to Title 11B of the Maryland Homeowners Association Act (the "HOA Act"), "No-impact home-based businesses" are permitted upon the Lots subject to the following requirements:

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

(b) No-impact home-based businesses are expressly prohibited in any Common Areas.

(c) Such additional requirements, and/or any rules and regulations as may be adopted or amended by the Board of Directors of the Association as provided in Section 11.10 herein, to the extent permitted by applicable law.

The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11B-111.1 of the HOA Act, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

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

(a) Is consistent with the residential character of the dwelling;

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

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

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

2.5 **FAMILY DAY CARE.** Notwithstanding anything contained herein to the contrary, an Owner may use his or her residence as a "family day care home" ("Home") (as such term is defined in Section 11B-111.1 of the HOA Act), subject to the following requirements:

(a) The Owner or day care provider (as defined in Section 11B-111.1) operating the Home shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in Title 5, Subtitle 5 of the Family Law Article. The Owner or day care provider shall furnish a copy of the license to the Architectural Review Committee prior to establishing and operating the Home and upon each renewal thereof.

(b) The Owner or day care provider shall obtain the liability insurance described in Sections 19-106 and 19-202 of the Insurance Article, Annotated Code of Maryland, in at least the minimum amount described in those Sections. The Owner or day care provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Architectural Review Committee before establishing and operating the Home and upon any renewal of the policy.

(c) The Owner or day care provider shall pay, on a pro-rata basis with other Homes then in operation in the Community, any increase in the insurance costs of the Association attributable solely and directly to the operation of the Home, upon presentation of a statement from the Architectural Review Committee setting forth the increased costs and requesting payment of same. The increased insurance costs shall be considered an assessment against the Lot, and may be collected under the Maryland Contract Lien Act.

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

2.6 **SWIMMING POOLS.** No above-ground pools shall be permissible on any Lot; provided, however, that the foregoing shall not apply to spas or Jacuzzis which have been approved in advance by the Architectural Review Committee in its sole and absolute discretion, in accordance with the provisions hereof.

2.7 **TEMPORARY STRUCTURES.** No Structure of a temporary character, trailer, basement, tent, shed, shack, garage, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently, unless such type of Structures are approved in advance by the Architectural Review Committee in accordance with the provisions of this Declaration. Nothing in this Declaration shall be deemed to prohibit an Owner from placing upon its Lot reasonably sized greenhouses approved in advance by the Architectural Review Committee. In addition, portable basketball apparatus may be located on a Lot if the Owner of said Lot obtains the prior written approval of the Architectural Review Committee as provided

herein, and further provided that such apparatus is stored when not in use. Neither portable nor permanent basketball apparatus shall be located in any Common Areas.

2.8 **REAL ESTATE SALES OR CONSTRUCTION OFFICE.** Notwithstanding anything contained herein to the contrary, a real estate sales office/model home, construction office or a trailer, and related signs, may be erected, maintained and operated on any Lot owned or leased by Declarant, the Builder, or their respective agents and designees from time to time, or in any Structure now or hereafter located thereon, provided such office/model home or construction office or trailer, and signs, are used and operated in connection with the development and/or initial sale of any Lot or Lots in the Community or land located in an adjacent development, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Community.

2.9 **CLOTHESLINES.** No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, or similar items be hung outside; provided, however, if clotheslines are permitted under applicable Maryland law, the following restrictions shall be applicable:

(a) Clotheslines may not exceed five feet by five feet (5'x5') or twenty feet (20') in length;

(b) Clotheslines shall not be visible from any road or placed in a location which interferes or blocks in any manner emergency or related access to the Units;

(c) Clotheslines shall not be installed permanently and must be removed on a daily basis; and

(d) Clothing shall not remain on any clothesline for any longer than twenty-four (24) hours.

2.10 **TRAFFIC VIEW.** 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).

2.11 **FRONT LAWN.** The area within the front of a dwelling shall be kept only as a lawn for planting of grass, trees and shrubbery and no other installations shall be permitted, including, without limitation, decorative lawn ornaments.

2.12 **FENCES.** Other than fences initially constructed by Declarant or the Builder, or as approved by the Architectural Review Committee in accordance with the provisions of this Declaration, no fence shall be placed or kept on a Lot. The Architectural Review Committee may, from time to time, designate one (1) or more fence types as "standard designs" and require all Owners to solely use such standard designs. Notwithstanding the foregoing, no chain link fencing is allowed, no fence may protrude beyond the rear foundation wall of a dwelling on a

Lot, nor can any fence exceed six (6) feet in height (other than a temporary fence used for development and/or construction of the Community, or any Lot contained thereon, or unless mandated by applicable law).

2.13 **NEAT APPEARANCE.** Except for any maintenance and repair which the Association may be obligated to perform hereunder, Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the painting or other appropriate external care of all Structures on the Lot, and the care, watering and maintenance of all lawns 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 Review Committee, any Record 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 such Record Owner to remedy the condition in question, and upon failure of the Record 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 Record Owner, as an additional assessment on the Lot.

2.14 **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated 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 Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property.

2.15 **ANIMALS.** No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Household pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Pets shall be registered, licensed and inoculated as required by law, and shall be walked on a leash at all times. Owners shall be responsible for the immediate clean-up and removal of their pets' waste from any other Lot and the Common Areas.

2.16 **VEHICLES.**

(a) As used herein,

(i) "Vehicle" means a Commercial Vehicle, Motor Vehicle, Recreational Vehicle, automobile, Large Truck, other truck or van (in each case, as defined by the Maryland Motor Vehicle Administration, or by common usage and practice), trailer,

motorcycle, bicycle, mo-ped, or other powered or unpowered vehicle.

(ii) "Commercial Vehicle" means any (1) automobile, truck or van used or designed principally for commercial, business or industrial use, or (2) taxicab or other Vehicle displaying a commercial logo, message or identification.

(iii) "Inoperable Vehicle" means any Commercial, Recreational or other Vehicle, which is a junk Vehicle, or is inoperable, or lacks current, valid registration plates, or would not pass applicable state vehicular inspection criteria.

(iv) "Large Truck" means any truck or van (in each case, as defined by the Maryland Motor Vehicle Administration or by common usage and practice), or self-propelled farm or construction vehicle, which is more than 24 feet long, or has a capacity exceeding three-quarters ton.

(v) "Motor Vehicle" means a vehicle required by law to be registered with the Maryland Motor Vehicle Administration or another governmental authority or entity, or propelled by a motor.

(vi) "Recreational Vehicle" means any (1) boat, boat trailer, camp truck, camp trailer, golf cart, house trailer, personal watercraft, snowmobile, recreational bus or similar vehicle, motor home, camper van or all-terrain vehicle, or (2) other powered or unpowered vehicle designed primarily for use for sports or recreational purposes.

(b) No Vehicle shall be parked or stored in the Community other than in accordance with the provisions hereof; provided, however, that any Vehicle may be kept (1) in a fully enclosed garage located on a Lot, or (2) elsewhere if expressly permitted by this Declaration, or (3) on a public road if permitted by law. In addition, only operable regular passenger automobiles, motorcycles or any Commercial Vehicle up to $\frac{3}{4}$ ton may be stored on a driveway located on a Lot and no other type of Vehicle (including, without limitation, any other type of Commercial Vehicle, Inoperable Vehicle, Large Truck or Recreational Vehicle) shall be allowed to be kept on a driveway except as provided in this Section 2.16 (c) and (g) below.

(c) Anything to the contrary notwithstanding herein, nothing herein shall prohibit the parking of Commercial Vehicles on a parking area or driveway on any Lot while providing maintenance, repair or installation services on, or making a delivery to or from, such Lot.

(d) No automobile or other Vehicle shall be constructed, restored or repaired on a Lot or Common Areas at a location visible from outside a garage or other building thereon, other than for minor repairs such as oil, filter, battery, belt, wiper, light and tire changes, or emergency repairs which cannot reasonably be performed elsewhere, in each case if performed (1) on a Vehicle, including motorcycle, owned by an Owner of, and customarily kept on, such Lot or Common Areas, (2) using all appropriate environmental safeguards, and (3) in a continuous and timely manner.

(e) No person shall operate a Vehicle, including a motorcycle, in the Community other than in a safe and quiet manner, and with due consideration for the rights of all Owners and occupants, or without holding a valid driver's license.

(f) No all terrain vehicles, off-road motorcycles, "mini-bikes" or other types of off-road motor vehicles of any kind shall be permitted to operate within the subdivision, including the Common Areas, unless otherwise specifically permitted by applicable law.

(g) Nothing in this Declaration shall prohibit or restrict the Declarant or the Builder during the Development Period from operating, parking, maintaining or otherwise using a Vehicle anywhere in the Community.

2.17 **LIGHTING AND WIRING.** The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground.

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

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

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

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

and designed to receive certain types of broadcast or other distribution services or programming.

2.19 **SUBDIVISION.** 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; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot owners where the transfer is not for the purpose of creating a new building Lot. 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 person for any purpose.

2.20 **SIGNAGE.** Other than signs deemed necessary and appropriate by the Declarant, the Builder, and their respective successors and assigns, and excluding any directional signs, signs for traffic control or safety or "for sale" signs not exceeding 2 feet by 3 feet which are placed in the front yard of a dwelling, no advertising or display signs of any character shall be placed or maintained on any part of the Property or on any dwelling or Structure. In addition to the foregoing, no candidate sign (as such term is defined in Section 11B-111.2 of the HOA Act), or a sign that advertises the support or defeat of any proposition, may be displayed in the Common Areas; any permissible candidate sign shall be displayed in accordance with provisions of federal, State and local law; and may only be displayed no more than thirty (30) days before the primary election, general election, or vote on the proposition; and no more than seven (7) days after the primary election, general election or vote on the proposition.

2.21 **LEASE AGREEMENTS.** All lease agreements with respect to any Lot or any Structure located thereon shall be in writing and submitted to the Board of Directors of the Association for approval. The minimum term of all lease agreements shall be for one (1) year, and shall state therein that the lease agreement shall be subject to this Declaration, the Articles of Incorporation, and By-Laws of the Association. Current copies of any lease (and any lease extensions) must be supplied to the Association. A Record Owner who does not reside on their Lot must provide to the Association their current address and phone number information. Notwithstanding the foregoing, nothing in this Section 2.21 shall be applicable to Declarant or the Builder.

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

2.23 **TRASH AND OTHER MATERIALS.** No lumber, metals, bulk materials,

refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except for (a) building materials used during the course of construction of any approved dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at least six (6) inches off the ground and twelve (12) inches away from any Structure. No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open in accordance with local law or on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so as not to be visible from the roadway or the other Lots or Common Areas. Trash shall be disposed of in hard rubber or plastic containers covered with a lid.

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

2.25 **TREE REMOVAL.** No Record Owner shall have the right to remove any of the healthy growing trees located on any of the Lots within the subdivision except upon Architectural Review Committee approval.

2.26 **DISTRIBUTION OF WRITTEN INFORMATION AND MATERIALS.** Until the Owners elect officers or a Board of Directors in accordance with Section 11B-111.3 of the HOA Act, no Owner may distribute any written information or materials regarding the operation of, or matters relating to the Association, in any manner or place which the Board of Directors uses to distribute written information or materials, excluding, however, door-to-door distribution. From and after the date that the Owners shall elect officers or a Board of Directors, the Board of Directors may regulate the time of distribution and impose any other restrictions that are permissible under Section 11B-111.3 of the HOA Act, as amended from time to time, and any other applicable law.

2.27 **DESIGN GUIDELINES – TOWN OF SYKESVILLE.** No Structure of any kind shall be commenced, erected or maintained upon the Property unless it complies with the Raincliffe Design Guidelines for Sykesville, Maryland dated November 6, 2006, as amended from time to time (a copy of which are attached hereto as Exhibit “C”). Additionally, there shall be no amendments to the Raincliffe Design Guidelines without the consent of the Town of Sykesville.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ANNEXATION AND DEANNEXATION

3.1 **PROPERTY.** The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in the Community, and is described on Exhibit “A” attached hereto, all of which real property is referred to herein as the “Property”.

3.2 ADDITIONS TO PROPERTY.

(a) The Declarant and its successors and assigns, shall have the right for twenty (20) years from the date hereof to bring within the scheme of this Declaration additional property within the Community (the "Additional Property"), without the consent of the Class A Members of the Association, which Additional Property may include Lots and/or Common Areas, provided that the annexation is in accordance with the general plan heretofore approved. The general plan of development is shown on the Plat, but the plan shall not bind the Declarant, its successors or assigns, to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon.

(b) The Declarant, at its sole expense, shall be responsible for the additions authorized under this subsection by preparing and filing a supplemental declaration of record with respect to the Additional Property which shall extend the scheme of the Declaration to such Additional Property, and which Additional Property shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Record Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as apply to the Record Owners of the Property. Such supplemental declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Additional Property not inconsistent with the scheme of this Declaration.

3.3 DEANNEXATION.

(a) Provided there are Class B Members, the Declarant may deannex any property (excluding, however, any Common Areas conveyed to the Association by the Declarant) from the Property for a period of twenty (20) years from the date of recordation of this Declaration. Such deannexed property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burden the deannexed property for the benefit of any property which is subject to the Declaration. Such deannexation shall be made by recording a supplementary declaration among the Land Records of the County, withdrawing the effect of the covenants and restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 MEMBERSHIP. Every Record Owner of a Lot that is subject to assessment shall become and be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

4.2 CLASSES OF MEMBERSHIP.

(a) The Association shall have two (2) classes of voting membership:

(i) Class A. Except for the Declarant, who shall initially be a Class B Member, the Class A Members shall be all Record Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation shall not be a Class A Member solely on account of such interest. Each Class A Member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by Members of the Association.

(ii) Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes per Lot for each Lot owned by such Class B Member, in all proceedings in which actions shall be taken by Members of the Association.

(b) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single Member of the Association. The vote of any Member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.

4.3 CONVERSION. The Class B membership shall be converted to a Class A Membership upon the earlier to occur of (i) December 31, 2020; (ii) at such time as the total number of votes entitled to be cast by Class A Members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B Members of the Association; or (iii) surrender of the Class B membership by the then Class B Members on the books of the Association. After such conversion, if additional property is made subject to the Declaration then the Class B Members shall be reinstated until December 31, 2025, or such earlier time as the total number of votes entitled to be cast by Class A Members again equals or exceeds the total number of votes entitled to be cast by the Class B membership. The Declarant shall thereafter remain a Class A Member of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant then holds the interest otherwise required for Class A membership.

ARTICLE V DECLARANT'S RESERVED RIGHTS AND OBLIGATIONS

5.1 UTILITY EASEMENTS. Easements with respect to sanitary sewer and water, cable, electricity, gas and telephone lines and any other like facilities shall be governed by the following:

(a) The Owner of any Lot, or the Association, shall have the right, to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which utility installations lie, in order to repair, replace and generally maintain said installations.

(b) The right granted in Section 5.1(a) above shall be only to the extent necessary to entitle the Owner or the Association full and reasonable use and enjoyment of the utilities and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area to its prior condition.

(c) A non-exclusive, perpetual, blanket easement over the Property for the installation and maintenance of electric, telephone, cable, water, gas, drainage, utility, sanitary sewer lines and facilities, pressure sewers and grinder pumps, and the like, is hereby reserved by Declarant, its successors and assigns, together with the right to grant and transfer the same, subject to Declarant's prior written consent, during such time that Declarant, or its successors and assigns are the Owner(s) of the Property.

(d) A non-exclusive, perpetual, blanket easement over the Lots for the installation, maintenance, repair and replacement of the private storm drains, is hereby reserved by Declarant and the Association, and their respective successors and assigns, together with the right to grant and transfer the same.

5.2 DEVELOPMENT EASEMENTS.

(a) Easements Reserved to Declarant and/or Builder.

(i) Easement to Facilitate Development. The Declarant hereby reserves to itself, and its designees, a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation (a) temporary slope and construction easements, (b) drainage, erosion control and storm and sanitary sewer easements including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition, and (c) easements for the construction, installation and upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

(ii) Easement to Facilitate Sales. The Declarant hereby reserves to itself, the Builder, and their respective designees the right to: (a) use any Lots owned or leased by the Declarant or the Builder, respectively, and any other Lot with the written consent of the Owner thereof, as models, management offices, customer service offices or sales office parking areas; (b) place and maintain in any location on the Common Areas and the storm water management area, and on any Lot, street and directional signs, temporary promotional signs, temporary construction and sales offices, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; provided, however, that all signs shall comply with applicable governmental regulations and the Declarant or the Builder, as applicable, shall obtain the consent of the Owner of any affected Lot or of the Architectural Review Committee if the Owner does not consent; and (c) relocate or remove all or any of the above from time to time in the Declarant's or the Builder's, as applicable, sole discretion.

(iii) Landscaping Easement. The Declarant hereby reserves to itself and its successors and assigns, an easement and the right to grant and reserve easements over and through the Property, subject to Declarant's prior written consent, for the purpose of construction, installation, irrigation and maintenance of landscaping features, including without limitation, plants, trees and earth berms and other earth contouring and signs which shall include access as necessary to perform such tasks. The Owner of a Lot burdened by such an easement shall not construct any improvements within the easement without the permission of the Declarant during the Development Period, or the Association, thereafter. Maintenance of these easement areas by the Association shall be a common expense of the Association and shall not be assessed against the Lot burdened by the easement; provided, however, the Declarant or Association, as appropriate, may require the Owner of the Lot to maintain any easement area located on such Owner's Lot.

(iv) Storm Water Management, Sanitary Sewer Easement, and Level Spreader Easement. The Declarant hereby reserves to itself and its successors and assigns, an easement and the right to grant and reserve easements over and through the Property, subject to Declarant's prior written consent, for the construction and upkeep of storm water management facilities, including storm water retention areas, sanitary sewer facilities, and any areas containing level spreaders and/or piping associated thereof. Declarant reserves unto itself and its successors and assigns to enter into agreements for the use and sharing of expenses relating to off-site storm water management facilities.

(v) Relocation Easements. The Declarant hereby reserves unto itself the right to relocate, change or modify, subject to Declarant's prior written consent, from time to time, any and all streets, roadways and utility easements which may be located within the Common Areas and to create new streets, roadways and utility easements therein.

(vi) Completion Easements and Rights of Declarant and/or the Builder. Declarant further reserves unto itself, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property, including any Common Areas which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community. Declarant further reserves unto the Builder, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property for all purposes necessary or appropriate to the full and final completion of construction of homes in the Community. Specifically, none of the provisions of Article II concerning use restrictions shall in any way apply to any aspect of the Declarant's or the Builder's development or construction activities and notwithstanding any provisions of this Declaration, none of the Declarant's or the Builder's construction activities or any other activities associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right to store materials, construction debris and trash during the construction period on the Property without keeping same in containers; and the Declarant reserves unto the Builder the right to store materials, construction debris and trash during the construction period on Lots the Builder owns without keeping same in any containers.

(vii) Grading Easements. Declarant expressly reserves unto itself the

right at or after the time of grading of any street or to such other Lot or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a dwelling built or to be built on such Lot, but said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(viii) Common Area Easements.

a. Utilities. The Declarant hereby expressly reserves unto itself, and hereby grants to any utility company, to whom the Declarant may grant, convey, transfer, set over and assign the same, or any part thereof, the right to discharge surface water on and to lay, install, construct, and maintain, on, over, under or in those strips across land designated on the Plat, including, but not limited to, those areas designated on the Plat as public or private water, sewer, drainage or utility easements, existing or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Areas, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, cable, telephone, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Areas for such purposes and making openings and excavations therein, provided that same be corrected and the ground be restored and left in good condition.

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

(ix) Maintenance Easements. Each Owner hereby grants an easement to the Association and its agents over, upon and through each Owner's Lot and any Common Areas, in order for the Association to perform any and all repair and maintenance of Lots which the Association is either required to perform hereunder or elects to perform pursuant to the provisions of this Declaration.

(x) Further Assurances. Any and all conveyances made by the Declarant to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. Upon written request of the Declarant, the Association and each Owner shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested.

(xi) Duration and Assignment of Development Rights. The Declarant may assign its rights under this Section to, or share such rights with, one or more other persons, exclusively, simultaneously or consecutively. The rights and easements reserved by or granted to the Declarant and/or Builder pursuant to this shall continue for so long as the Declarant, Builder, or their respective designees are engaged in development or sales, or activities related thereto, anywhere on the Property, unless specifically stated otherwise; provided, however, that the easements described in the following provisions of Section 5.2 (a) shall run in perpetuity: (i)

c., (ii) b., (iii), (iv), (viii) a. and (ix).

(xii) Association Power to Make Dedications and Grant Easements.

The Declarant, on behalf of itself and its successors and assigns, hereby also grants to the Association the rights, powers and easements reserved to the Declarant by Article V hereof. These rights, powers and easements may be exercised by the Association, subject to any other provisions herein; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this Section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

5.3 EASEMENT FOR UPKEEP. The Declarant hereby reserves unto itself and hereby grants to the Association, the managing agent and any other persons authorized by the Board of Directors, in the exercise and discharge of their respective powers and responsibilities, the right of access over and through any portion of the Property for purposes of upkeep of the Property, including, without limitation, the right to make inspections, correct any condition originating in a Lot or in the Common Areas threatening another Lot or the Common Areas, correct drainage, perform installations or upkeep of utilities, landscaping, retaining walls, any level spreaders and any piping associated thereof or other improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates this Declaration. The agents, contractors, officers and directors of the Association may also enter any portion of the Property (excluding any improvement) in order to utilize or provide for the upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with this Declaration for which such Owner is responsible pursuant to this Declaration, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with Article VIII hereof.

5.4 EASEMENT FOR SUPPORT. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.

5.5 EASEMENT AND EMERGENCY ACCESS. The Declarant, on behalf of itself, and its successors and assigns, hereby reserves unto itself, and grants an easement to: (1) all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies; and (2) the Association, over and through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to any other portion of the Property. The Association is hereby authorized but not obligated to take any such measures.

5.6 EASEMENT FOR USE OF COMMON AREAS. The Declarant hereby reserves unto itself, for so long as the Declarant is engaged in development or sales, or activities related thereto anywhere on the Property or the Declarant is an Owner, and to each Owner and each person lawfully occupying a Lot, a non-exclusive right and easement of use and enjoyment in common with others of the Common Areas, provided, however, that the Declarant shall have the same right and easement of use as the other Owners. Such right and easement of use and

enjoyment shall be appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant shall be void.

5.7 **VEHICLE AND PEDESTRIAN ACCESS.** The Declarant hereby reserves unto itself, for so long as Declarant is engaged in development or sales, or activities related thereto anywhere on the Property, and hereby grants to each other Owner and each person lawfully occupying a Lot a non-exclusive easement over all streets, walks and paths on the Common Areas for the purpose of vehicular or pedestrian access, ingress and egress, as appropriate, to any portion of the Property to which such person has the right to go, subject to any Rules and Regulations promulgated by the Association pursuant to this Declaration. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such right and easement are appurtenant shall be void.

5.8 **LIMITATIONS.** The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the Articles of Incorporation and By-Laws of the Association) to all rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of such documents, including without limitation the Association's right to regulate the use of the Common Areas, to grant easements across the Common Areas, to dedicate portions of the Common Areas and to mortgage the Common Areas subject to the provisions of this Declaration.

5.9 **SALES OFFICE, ETC.** Nothing contained in this Declaration shall be construed to in any way limit the right of Declarant or Builder to use any Lot owned or leased by Declarant or Builder, respectively, for the purpose of a construction office, sales office, and/or for model and display purposes and for the carrying out of the above activities, and/or storage compound and parking lot for sales, marketing, and construction.

5.10 **FOREST CONSERVATION AND FOREST BUFFER AREAS.** The Declarant, for itself and its successors and assigns, reserves a non-exclusive easement and right-of-way over any portion of the Community for the purpose of performing any activity related to the Forest Conservation and Forest Buffer Declaration and/or to perform reforestation, afforestation and any other activity which Declarant may deem desirable (collectively, the "forest activities"). The foregoing reservation by Declarant shall specifically include the right of ingress and egress and to conduct forest activities by Declarant (or any of their respective agents or employees) over any Lot in the Community, irrespective of whether or not the title to the Lot has been transferred to an Owner already residing on the Lot, and if ingress, egress and any forest activities are conducted by Declarant over, on and across a Lot, no prior notice to the Owner shall be required.

5.11. **EASEMENTS RESERVED BY CARROLL COUNTY.** Carroll County shall have a nonexclusive, perpetual, blanket easement over the entire Property for the purpose of construction, maintenance and repair of water and sewer lines as designated on the Plat, including, the following easements:

(a) Over Parcel H identified on the Plat as follows: "FOREST CONSERVATION EASEMENT"; "WATER RESOURCE PROTECTION EASEMENT"; and "100 YR FLOODPLAIN EASEMENT";

(b) Over Parcel I identified on the Plat as follows: "FOREST CONSERVATION EASEMENT"; "WATER RESOURCE PROTECTION EASEMENT"; "30' DRAINAGE & UTILITY EASEMENT" and "100 YR FLOODPLAIN EASEMENT";

(c) Over Parcel J identified on the Plat as follows: "20' PERPETUAL WATERLINE EASEMENT"; "TEMPORARY CONSTRUCTION EASEMENT"; "TEMPORARY ACCESS EASEMENT"; "UTILITY EASEMENT"; "20' WIDE TEMPORARY INGRESS, EGRESS EASEMENT" and "100 YR FLOODPLAIN EASEMENT";

(d) Over Parcel K identified on the Plat as follows: "FOREST CONSERVATION EASEMENT"; "WATER RESOURCE PROTECTION EASEMENT"; "100 YR FLOODPLAIN EASEMENT"; "20' WIDE TEMPORARY INGRESS, EGRESS EASEMENT" and "UTILITY EASEMENT"; and

(e) Over Parcel O identified on the Plat as follows: "FOREST CONSERVATION EASEMENT"; "WATER RESOURCE PROTECTION EASEMENT" and "100 YR FLOODPLAIN EASEMENT".

5.12 **EASEMENTS RESERVED BY THE TOWN OF SYKESVILLE.** In addition to the easement maintained by the Town of Sykesville referenced in Section 6.4, the Town of Sykesville shall have all easement rights inuring to its benefit (and those of the public) under the terms of any instruments recorded among the Land Records and shall have the following easements over the Property specified herein:

(a) Over Parcel H identified on the Plat as follows: "30' DRAINAGE & UTILITY EASEMENT"; "50' LANDSCAPE BUFFER EASEMENT" and "SWM EASEMENT & MAINTENANCE AGREEMENT";

(b) Over Parcel J identified on the Plat as follows: "50' LANDSCAPE BUFFER EASEMENT"; "35' LANDSCAPE BUFFER EASEMENT"; "20' DRAINAGE & UTILITY EASEMENT FOR THE TOWN OF SYKESVILLE"; and "PERPETUAL ACCESS EASEMENT TO THE TOWN OF SYKESVILLE";

(c) Over Parcel K identified on the Plat as follows: "DRAINAGE & UTILITY EASEMENT FOR THE TOWN OF SYKESVILLE"; "UTILITY EASEMENT FOR CONSTRUCTION & MAINTENANCE OF PROPOSED CULVERTS FOR THE TOWN OF SYKESVILLE"; "35' LANDSCAPE BUFFER EASEMENT" and "SWM EASEMENT & MAINTENANCE AGREEMENT";

(d) Over Parcel N identified on the Plat as follows: "SWM EASEMENT & MAINTENANCE AGREEMENT"; and

(e) Over Parcel O identified on the Plat as follows: "20' DRAINAGE & UTILITY EASEMENT"; "PERPETUAL ACCESS EASEMENT TO THE TOWN OF SYKESVILLE"; "DRAINAGE & UTILITY EASEMENT FOR THE TOWN OF SYKESVILLE"; and "UTILITY EASEMENT FOR CONSTRUCTION & MAINTENANCE OF PROPOSED CULVERTS FOR TOWN OF SYKESVILLE".

5.13 **EASEMENTS RESERVED BY THE STATE OF MARYLAND.** The Maryland State Highway Administration shall have perpetual easements over Parcel J and Parcel K shown on the Plat as follows: "EX. SHA PERPETUAL EASEMENT", "4' SLOPE EASEMENT FOR SHA" and "20' STORM DRAIN EASEMENT FOR SHA".

5.14 **LOT LINES.** The Declarant, for itself, its successors and assigns, reserves the right to alter, amend, and change any Lot lines or subdivision plat prior to transfer of any Lot pursuant to a recorded subdivision plat. In addition, Declarant reserves the right to alter Lot lines between Lots owned by it at any time.

5.15 **PLAT CHANGES.** No right shall be conferred upon any Owner or Member by the recording of any plat relating to the development of the Property described herein to require the development of said Property in accordance with such plat. Declarant expressly reserves unto itself, the right to make such amendments to any such plat or plats as shall be advisable in their best judgment and as shall be acceptable to public authorities having the right to approval thereof.

ARTICLE VI **COMMON AREAS**

6.1 **GRANT OF COMMON AREAS.** The Association shall take title to the Common Areas (which are intended to be owned by the Association) free and clear of all encumbrances, except this Declaration and all other matters of record. The Covenants are hereby imposed upon the Common Areas for the benefit of the Declarant, the Association and the Record Owners, and their respective personal representatives, successors and assigns, to the end and intent that the Association shall have and hold the said Common Areas subject to the reservations set forth in Article V hereof, and to the Covenants herein set forth.

6.2 **MEMBER'S RIGHT OF ENJOYMENT.** Every Member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment, in common with others, in and to the Common Areas and such non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth. If ingress or egress to any dwelling is through the Common Areas, any conveyance or encumbrance of such area is subject to such Owner's easement. Except as otherwise permitted by the provisions of this Declaration, the Common Areas shall be retained in its natural state, and no Structure or improvement of any kind shall be erected, placed or maintained thereon. Structures or improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, drainage and utility structures, grading and planting, may be erected, placed and maintained

thereon for the use, comfort and enjoyment of the Members of the Association; or the establishment, retention or preservation of the natural growth or topography of the area, or for aesthetic reasons. No portion of the Common Areas may be used by any Record Owner or Owners for personal vegetable gardens, storage facilities or other private uses.

6.3 **NUISANCE.** No noxious or offensive activity shall be carried on upon the Common Areas nor shall anything be done thereon which will become an annoyance or nuisance to the Community.

6.4 **MAINTENANCE OBLIGATIONS OF THE ASSOCIATION.** The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas in safe condition, together with any items of personal property placed or installed thereon and any area dedicated to a public or governmental entity if such entity fails to properly maintain such area, as from time to time improved, all at its own cost and expense, and shall levy against each Member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the foregoing described areas, which proportionate share shall be determined based on the ratio which the number of Lots owned by the Member bears to the total number of Lots then laid out or established on the Property. The foregoing obligations of the Association shall also include performing, at its own expense, any maintenance of any entrance monuments for the Community, including any such signs located within a public right-of-way or on a Lot. In addition, the Association shall perform lawn cutting around the dwellings (provided, however, if any portion of a yard is fenced in, then the Owner of such dwelling shall be responsible to perform regular lawn care at his expense). The Association will also provide trash removal services. In the event the Association fails to maintain the Common Areas and any facilities thereon, including the sidewalks, the Town of Sykesville reserves a perpetual blanket easement over such areas to perform such maintenance. In any instance where maintenance is required, unless the situation is an emergency, the Town of Sykesville shall provide the Association with fifteen (15) days written notice as to the need for maintenance and, if the Association fails to complete said maintenance, the Town of Sykesville may perform the work at the cost and expense of the Association. The Town of Sykesville further reserves the right to enforce a lien against all or any Lot(s) in the development in order to obtain reimbursement for the full cost of such maintenance.

6.5 **RESTRICTIONS.** The right of each Member of the Association to use the Common Areas shall be subject to the following:

(a) any rule or regulation now or hereafter set forth in this Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas;

(b) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any of the Common Areas;

(c) the right of the Association to take such steps as is reasonably necessary to protect the property of the Association against mortgage default and foreclosure;

(d) the right of the Association to suspend the voting rights and the rights to use of the Common Areas after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association or of this Declaration;

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members; and further subject to the written consent of the County; provided, however, that no dedication, transfer, mortgage or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the Class A Members of the Association consent to such dedication, transfer, purpose and conditions; and

(f) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas.

(g) All of the foregoing shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any Member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association and the Declarant shall each have the right to abate summarily and remove any such breach or violation by any Member at the cost and expense of such Member.

6.6 **DELEGATION OF RIGHT OF USE.** Any Member of the Association may delegate its rights to the use and enjoyment of the Common Areas to family members who reside permanently with such Member and to its tenants, contract-purchasers, invitees and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

6.7 **RULES AND REGULATIONS.** Each Record Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Further, each Record Owner shall comply with the Covenants imposed by this Declaration on the use and enjoyment of the Common Areas.

ARTICLE VII ENCROACHMENTS

If any Structure or any part thereof, as a result of the initial construction and/or settlement and/or shifting of such Structure, encroaches upon an adjoining Lot or Common Area, there shall arise, without the necessity of any further or additional act or instrument, an easement for the encroachment in favor of the encroaching Owner, its heirs, personal representatives, successors and assigns. Such easement shall remain in effect for so long as the encroachment shall exist. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

ARTICLE VIII ASSESSMENTS FOR MAINTENANCE

8.1 COVENANT FOR MAINTENANCE ASSESSMENT. The Declarant for each Lot owned by it within the Property, hereby covenants, and each Record Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (a) in advance, an annual assessment (the "Annual Assessment") equal to the Member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, for Annual Assessments or charges, and (b) Special Assessments or charges, for capital improvements ("Special Assessment"), such Annual and Special Assessments and charges to be established and collected as hereinafter provided. The Annual Assessments and Special Assessments or charges shall be a charge and continuing lien upon each of the Lots against which the applicable assessment is made in accordance with the terms and provisions of the Maryland Contract Lien Act, and this Article VIII shall be construed as a real covenant running with the Land and a contract of a lien under the terms of the said Act. Such assessments or charges, together with interest at a rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), late charges, costs, and attorneys' fees, as further described in Section 8.8 below, shall also be the personal obligation of the Record Owner holding title to any Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Record Owner's successor or successors in title unless expressly assumed by such successor or successors.

8.2 USE OF ASSESSMENTS. The assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and in particular for: (a) the improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of the Common Areas, including fees paid to the management agent employed by the Association to manage the Association; (b) the payment of taxes on the Common Areas (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots laid out on the Property by the tax collecting authority so that the same is payable directly by the Record Owners thereof, in the same manner as real property taxes are

assessed or assessable against the Lots); (c) the payment of insurance premiums on the Common Areas; (d) the costs of repair, replacement and additions to the Common Areas and improvements thereon; (e) the cost of obtaining, planting and thereafter maintaining street trees throughout the Community if required by the County, whether or not such street trees are located in the Common Areas; (f) the costs of utilities and other services which may be provided by the Association for the Community as may be approved from time to time by a majority of the Members of the Association; (g) the cost of labor, equipment, insurance, materials, management and supervision incurred or expended in performing all of the foregoing; and (h) the cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements including reserves for any private retaining walls, private drainage and utility areas, and any maintenance to stormwater management areas.

8.3 MAXIMUM ANNUAL ASSESSMENT.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to a Record Owner, other than the Declarant, the maximum Annual Assessment for each Lot shall be One Thousand One Hundred Fifty-Two Dollars (\$1,152.00), payable monthly at the rate of Ninety-Six Dollars (\$96.00), subject, however, to Section 8.6 (a).

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

(c) From and after such date, the maximum Annual Assessment may be increased above the twenty percent (20%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of Members of the Association, voting in person or by proxy, at a meeting duly called for such purpose.

(d) The Board of Directors of the Association may fix the Annual Assessment or charges against each Lot at any amount not in excess of the maximum. Subject to the limitations set forth in this Section 8.3, and for the periods therein specified, the Association may change the maximum and the basis of the Assessments fixed by Section 8.3 hereof prospectively for any period provided that any such change shall have the assent of two-thirds (2/3) of each class of Members of the Association, voting in person or by proxy, at a meeting duly called for such purposes.

(e) Any expenditure made, other than those made because of conditions which, if not corrected, could reasonably result in a threat to the health or safety of the Owners or a significant risk of damage to the Community, that would result in an increase in the Annual Assessments for the current fiscal year of the Association in excess of fifteen percent (15%) of the budgeted amount previously adopted, shall be approved by an amendment to the Budget adopted at a special meeting of the Board, upon not less than ten (10) days written notice to the Owners.

8.4 SPECIAL ASSESSMENTS. In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, a Special Assessment, applicable for

that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Areas, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such Assessment shall first be approved by two-thirds (2/3) of the votes of each class of the Members of the Association, voting in person or by proxy at a meeting duly called for such purpose.

8.5 COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.

(a) The Annual Assessments as to any Lot shall commence on the date that the Lot is conveyed to any person, other than the Declarant or the Builder.

(b) Declarant, the Builder, and any Lot which the Declarant or Builder, respectively, owns shall not be subject to any type of assessment.

(c) The Annual Assessment as to each Lot shall be paid quarterly subject, however, to the provisions of Section 8.6 hereof.

(d) The due date of any Special Assessment under Section 8.4 hereof shall be fixed in the resolution authorizing such Special Assessment.

8.6 DUTIES OF THE BOARD OF DIRECTORS.

(a) Commencing with the first fiscal year of the Association, the Board of Directors shall annually determine the amount of the Annual Assessment, but may do so at more frequent intervals should circumstances so require. Upon a resolution of the Board of Directors, installments of Annual Assessments may be levied and collected on either an annual, semi-annual, monthly or quarterly basis. Any Member may elect to prepay one or more installments of any Annual Assessment levied by the Association, without premium or penalty.

(b) The Board of Directors shall prepare a pro-forma operating statement ("Budget"), for each fiscal year, which Budget shall be distributed to each Owner not less than thirty (30) days prior to its adoption at an open meeting of the Board. A copy of the Budget and notice of such Board meeting to adopt the Budget shall be given to each Owner. In addition to the notice methods provided by Article III, Section 3. of the By-Laws, notice of such Board meeting and a copy of the Budget may be delivered personally, placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of notice, by electronic transmission, by posting on the Association's webpage, if any, or by inclusion in the Association's newsletter, if any. In addition to any information required to be included in the Budget in accordance with the HOA Act, the Budget shall contain the amount of the Annual Assessment for each Lot.

(c) The Board shall also, at the time of distribution of the proposed Budget, prepare a roster of the Lots and the Annual Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board of Directors. The omission by the Board of Directors, before the expiration

of any assessment period, to fix the amount of the Annual Assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article VIII or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period; but the Annual Assessment fixed for the preceding period shall continue until a new Assessment is fixed. No member may exempt itself from liability for assessments by abandonment of any Lot owned by such member or by the abandonment of such member's right to the use and enjoyment of the Common Areas.

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

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

8.8 **NONPAYMENT OF ASSESSMENT.** Any assessment, or portion thereof, not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), shall be subject to a late charge of Fifteen Dollars (\$15.00) or ten percent (10%) of the assessment, or portion thereof, whichever is greater, and shall be subject to any collection costs, and attorneys' fees for the collection thereof in an amount not less than twenty percent (20%) of any and all outstanding assessments and charges. Further, the Association shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable. The Association may bring an action at law against the Record Owner personally obligated to pay the same, and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or assent to a decree, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees and attorneys' fees of not less than twenty percent (20%) of any and all outstanding assessments and charges, to be fixed by the court together with the cost of the action. No Record Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of such Record Owner's Lot.

8.9 **SUBORDINATION OF LIEN TO MORTGAGE.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage(s) or deed(s) of trust now or hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to

such sale or transfer. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such future assessment.

8.10 **ENFORCEMENT OF LIEN.** The Association may establish and enforce the lien for any assessment, Annual, Special, or otherwise, pursuant to the provisions of the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for herein or awarded by a court for breach of any of the covenants herein.

8.11 **EXEMPT PROPERTY.** In addition to any Lot owned by Declarant or Builder, the Common Areas and all Lots owned by the Association or dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland shall be exempt from the assessments created herein; provided, however, any Lot used for residential purposes shall be subject to assessment.

8.12 **RESERVES FOR REPLACEMENTS.**

(a) The Association shall establish and maintain a reserve fund for repairs and replacements of the Common Areas by the allocation and payment annually to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(b) The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider necessary or appropriate. The proportional interest of any Member of the Association in any such reserves shall be considered an appurtenance of such Record Owner's Lot and shall not be separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

8.13 **INITIAL CAPITAL CONTRIBUTION.** At settlement for each Lot and each subsequent sale of a Lot, the sum equal to three(3) months of the then applicable maximum Annual Assessment ("initial capital contribution") shall be collected from each prospective Member of the Association; provided, however, neither Declarant nor Builder shall be liable to pay any initial capital contribution. The initial capital contribution may be used for any purpose for which the Association may levy assessments pursuant to Section 8.2 hereof.

ARTICLE IX
INSURANCE AND CASUALTY LOSSES

9.1 **TYPES OF INSURANCE MAINTAINED BY ASSOCIATION.** The Board of Directors shall have the authority to and shall obtain the following types of insurance:

(a) insurance on all insurable improvements on the Common Areas against

loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction;

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

(c) workers' compensation insurance, if and to the extent required by law; and

(d) fidelity bond or bonds covering all directors, officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board of Directors deems appropriate or as required by law.

9.2 PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION.

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

9.3. DAMAGE AND DESTRUCTION OF COMMON AREAS.

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

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

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

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

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

9.6 **OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE.**

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

(b) If any Record Owner of an improved Lot fails to maintain the insurance required by Section 9.5 of this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Record Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Record Owner is liable for assessments levied against its Lot, and, upon the failure of the Record Owner to pay such costs within ten (10) days after such Record Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Record Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

ARTICLE X
RIGHTS OF MORTGAGEES

10.1 **GENERAL.**

(a) Regardless of whether a Mortgagee in possession of a Lot is its Record

Owner, (i) such Mortgagee in possession shall have all of the rights under the provisions of this Declaration, the Plat, the Articles of Incorporation, the By-Laws and applicable law, which would otherwise be held by such Record Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (ii) the Association and each other Record Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in possession as if it were the Record Owner thereof.

(b) Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Record Owner; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee on account of any failure by such Record Owner to satisfy any of the same.

ARTICLE XI **MISCELLANEOUS PROVISIONS**

11.1 **TERM.** This Declaration shall run with the land and shall be binding for a period of thirty (30) years from the date this 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 has been recorded, by which this Declaration, in whole or in part, is amended, modified or revoked pursuant to the provisions of Section 11.9 hereof.

11.2 ENFORCEMENT.

(a) Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, or both. In acquiring title to any Lot in the Community, the purchaser or purchasers violating or attempting to violate any covenant, agree to reimburse the Association and/or any Record Owners for all costs and expenses for which it or they may incur as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees.

(b) These Covenants shall inure to the benefit of and be enforceable by the Association or by the Record Owner(s) of any land included in the Community and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them. Further, the Covenants shall bind every Lot and Owner thereof and successors in interest of each such Owner.

(c) Notwithstanding the foregoing, neither the Association nor any person acting or purporting to act on its behalf shall (a) file or otherwise commence, or prosecute, in any jurisdiction whatsoever, any (i) civil, criminal or administrative proceeding in or with any court or administrative body or officer, or (ii) appeal of or objection to any decision or other action made or taken by any court or administrative body or officer, in any judicial or administrative proceeding, or (b) testify or submit evidence (except where required by law, subpoena or formal

order of such court, administrative body or officer), or otherwise take a formal position on any issue under consideration, in any such proceeding or appeal, in all cases until such action is approved in writing by, or by the vote of, both (i) Members entitled to cast at least seventy-five percent (75%) of the votes held by all Owners other than the Class B Members, and (ii) (if such action would be taken during the Development Period), the votes of the Class B Members holding at least seventy-five percent (75%) of the votes. Nothing in this subsection shall apply to a civil or administrative proceeding which the Association commences or prosecutes with a court or administrative body or officer (a) to collect an Assessment, or enforce or foreclose a lien securing an Assessment, (b) otherwise to enforce the Association's rights or another person's obligations under the Declaration, By-Laws or Articles of Incorporation on account of a default or under any other provision of such documents, or (c) any action taken by the Declarant at any time or action undertaken by the Architectural Review Committee during the Development Period.

11.3 **NO WAIVER.** The failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

11.5 **NOTICES.** Any notice required to be sent to any Member or Record Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as Member or Record Owner on the records of the Association at the time of such mailing.

11.6 **NO DEDICATION TO PUBLIC USE.** Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas.

11.7 **SEVERABILITY.** Invalidity of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

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

11.9 AMENDMENT.

(a) While there is a Class B membership of the Association, this Declaration may be amended by an instrument in writing, signed and acknowledged by the Declarant 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; provided, however, that Declarant shall have the right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration, the Association's By-Laws, or the Association's Articles of Incorporation during the Development Period and in order to accomplish any such amendment, each Owner (other than Builder) and any lienholder(s) of a Lot (other than a lienholder of a Lot owned by Declarant) appoint Declarant as their power of attorney to execute any such amendment. THIS SPECIAL POWER OF ATTORNEY SHALL BE IRREVOCABLE AND COUPLED WITH AN INTEREST.

(b) Other than as set forth in Section 11.9 (a) above, the vote (in person or by proxy) or written consent of (i) at least eighty percent (80%) of the Class A Members of the Association, if any, and (ii) the Declarant, shall be required to add to, amend, revise, modify or terminate this Declaration. Following the lapse of the Class B membership in the Association, as provided in Article IV hereof, this 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 eighty percent (80%) of the Class A Members of the Association at a meeting of the Association duly called for such purpose.

(c) 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 of the County. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. For the purpose of recording such instrument, each Record Owner, other than the Declarant, 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 Record Owner in certifying, executing and recording said instrument. Notwithstanding anything to the contrary contained herein, in no event may any of Declarant's rights or privileges under the Articles of Incorporation, By-Laws of the Association, or this Declaration be terminated, altered or amended without Declarant's prior written consent during the Development Period. Further, notwithstanding anything to the contrary contained herein, any amendment to the Declaration, Articles of Incorporation or By-Laws shall require the written consent of Builder, not to be unreasonably withheld, while Builder owns any Lots or has any Lots under contract.

11.10 RULES AND REGULATIONS.

(a) The Board of Directors shall have the power to adopt and amend rules and regulations ("Rules and Regulations") regarding the use of the Common Areas or regarding other matters as to which the Board of Directors is expressly granted such power by this Declaration, which shall be binding on each Owner, provided such Rules and Regulations are adopted in

accordance with the provisions of this Article.

(b) The Board of Directors shall mail written notice to each of the Members of the Association setting forth the proposed Rules or Regulation at least twenty (20) days prior to its adoption. Such notices shall be mailed to the address of each Member as shown on the most current membership roster of the Association.

(c) The adoption or amendment of Rules and Regulations shall require the vote of two-thirds (2/3) of the directors present at a meeting of the Board of Directors.

11.11 **MANAGEMENT**. The Association may retain the services of a professional manager who has experience in managing homeowners associations of similar size and type to the Property and such expenses shall be paid as part of the Annual Assessment.

WITNESS the hand and seal of the Declarant hereto on the day hereinabove first written.

WITNESS/ATTEST:

DECLARANT:
RAINCLIFFE PROPERTIES, LLC

Kristy Cook

By: [Signature] (SEAL)
Robert Scranton, Member

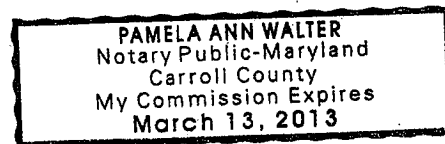
STATE OF Maryland, CITY/COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY that on this 6 day of October, 2010 before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Robert Scranton, Member of RAINCLIFFE PROPERTIES, LLC, the Declarant named in the foregoing Declaration of Covenants, Conditions and Restrictions, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

Pamela Ann Walter
Notary Public

My Commission Expires: March 13, 2013



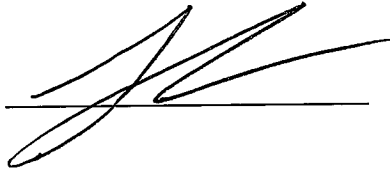
CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY

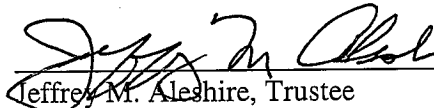
PAMELA J. SHIPP, Trustee and JEFFREY M. ALESHIRE, Trustee, and SUSQUEHANNA BANK Beneficiary, under that certain Indemnity Deed of Trust, Assignment and Security Agreement dated June 26, 2008, and recorded among the Land Records of Carroll County, Maryland in Liber 5566, folio 0508 et seq. (the "Deed of Trust"), hereby join in the foregoing Declaration for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Trustee and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustee and Beneficiary has executed and sealed this Consent and Agreement of Trustee and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 5th day of October, 2010.

WITNESS:



 (SEAL)
Jeffrey M. Aleshire, Trustee

ATTEST:



BENEFICIARY:
SUSQUEHANNA BANK
 (SEAL)

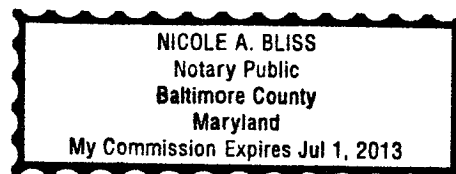
STATE OF MD: COUNTY OF Baltimore: TO WIT:

I HEREBY CERTIFY that on this 5th day of October, 2010, before me, a Notary Public for the state aforesaid, personally appeared Jeffrey M. Aleshire, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.


Notary Public

My commission expires on _____



STATE OF MD: COUNTY OF Baltimore TO WIT:

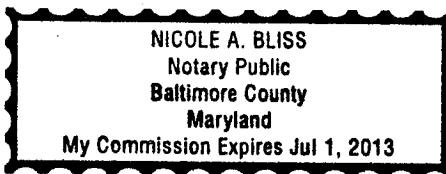
I HEREBY CERTIFY, that on this 5 day of October, 2010, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared Steven D. Law who acknowledged himself to be the VP of SUSQUEHANNA BANK Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes contained therein by signing the on behalf of the Corporation, in my presence.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Notary Public

My commission expires on _____



CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

JOHN DUFFY and KEVIN KERWIN, Trustees, and NVR, INC., Beneficiary, under that certain Deed of Trust dated May 11, 2004, and recorded among the Land Records of Carroll County, Maryland in Liber 4061, folio 0287 et seq., and First Amendment to Deed of Trust dated June 30, 2008, and recorded among the Land Records of Carroll County, Maryland in Liber 5577, folio 0709 et seq., (the "First Amendment"), hereby join in the foregoing Declaration for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust and First Amendment in and to the real property described in the Declaration to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustees and Beneficiary has executed and sealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 1 day of October, 2010.

WITNESS:

R. J. BL

R. J. BL

John Duffy (SEAL)
John Duffy, Trustee

Kevin Kerwin (SEAL)
Kevin Kerwin, Trustee

ATTEST:

R. J. BL

BENEFICIARY:
NVR, Inc.

NVR, Inc. (SEAL)

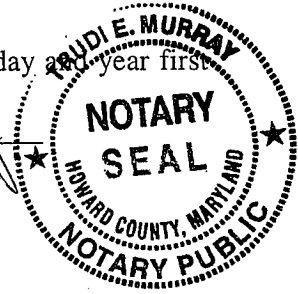
STATE OF Maryland COUNTY OF Howard: TO WIT:

I HEREBY CERTIFY that on this 1 day of October, 2010, before me, a Notary Public for the state aforesaid, personally appeared John Duffy, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day 20 year first above written.

Trudi E. Murray
Notary Public of
Howard County, Maryland
My Commission Expires 9/14/2013

Trudi E. Murray
Notary Public



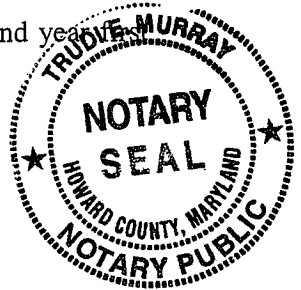
STATE OF Maryland COUNTY OF Howard: TO WIT:

I HEREBY CERTIFY that on this 1 day of October, 2010, before me, a Notary Public for the state aforesaid, personally appeared Kevin Kerwin, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Trudi E. Murray
Notary Public of
Howard County, Maryland
My Commission Expires 9/14/2013

Trudi E. Murray
Notary Public



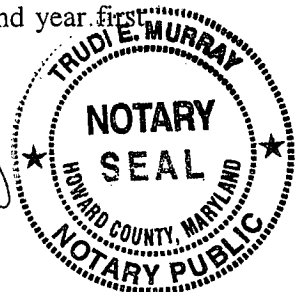
STATE OF Maryland COUNTY OF Howard: TO WIT:

I HEREBY CERTIFY, that on this 1 day of October, 2010, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared John Duffy, who acknowledged himself to be the Vice President of NVR, Inc., Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes contained therein by signing the on behalf of the Corporation, in my presence.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Trudi E. Murray
Notary Public of
Howard County, Maryland
My Commission Expires 9/14/2013

Trudi E. Murray
Notary Public



JOINDER AND CONSENT OF CONTRACT PURCHASER/OWNER

NVR, Inc., a Virginia corporation, t/a Ryan Homes, as a contract purchaser and/or owner of a portion of the land described in the foregoing instrument (hereinafter referred to as "Contract Purchaser/Owner"), hereby joins in the foregoing Declaration for the sole and limited purpose of agreeing that the terms, provisions, covenants, conditions and restrictions contained in the foregoing Declaration recorded among the Land Records of Carroll County, Maryland, to which this Joinder is attached, shall run with and bind the title to all that property shown on Exhibit "A" to the Declaration, a portion of which Contract Purchaser/Owner has an interest in and Contract Purchaser/Owner subjects such real property to the legal effect of this Declaration.

The Contract Purchaser/Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS/ATTEST:

CONTRACT PURCHASER/OWNER:
NVR, INC., t/a RYAN HOMES

Kimberly Kearns

Sharon McKeown (SEAL)
Sharon McKeown, Vice President

STATE OF Maryland
COUNTY OF Howard

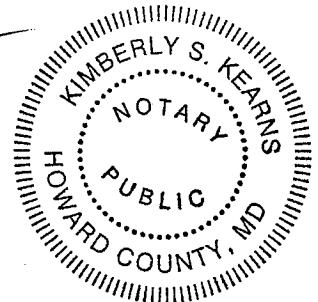
I HEREBY CERTIFY, that on this 1st day of October, 2010, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared Sharon McKeown, known to me (or satisfactorily proven to be), and who acknowledged herself to be the Vice President of the Contract Purchaser/Owner, and that she, as such Vice President is duly authorized to sign, and has signed, such instrument on its behalf for the purposes therein set forth; and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Kimberly S. Kearns
Notary Public of
Howard County, Maryland
My Comm. Expires June 1, 2011

Kimberly S. Kearns
Notary Public

My commission expires: _____



CERTIFICATION

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.



Rachel M. Hess, Esq.

Exhibit "A"**DESCRIPTION OF THE PROPERTY SUBJECTED TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

ALL THAT LAND located in the Fifth (5th) Election District of Carroll County, Maryland, which is described as follows:

Lots 47 through and including 70 and the areas designated as "OPEN SPACE PARCEL 'J'", "PARCEL 'N' (AMENDED)" and "OPEN SPACE PARCEL 'O'", all shown on the plats entitled, "3RD AMENDED PLAT OF RAINCLIFFE CENTER" recorded among the Land Records of Carroll County, Maryland in Plat Book D.B.S. 52, Page 71 et seq. .

EXHIBIT B**PROPERTY WHICH MAY BE ANNEXED IN THE FUTURE**

ALL THAT LAND located in the Fifth (5th) Election District of Carroll County, Maryland, which is described as follows:

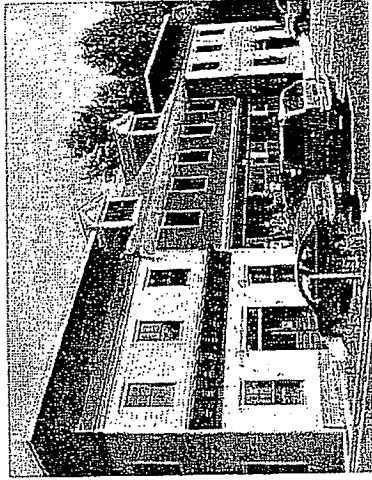
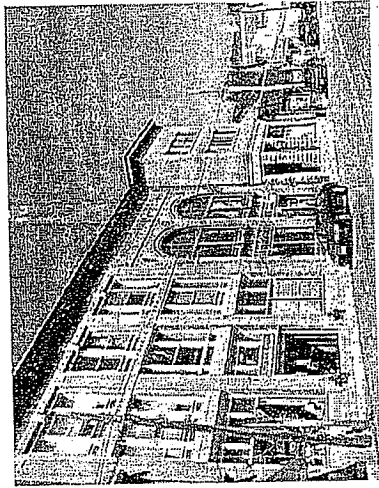
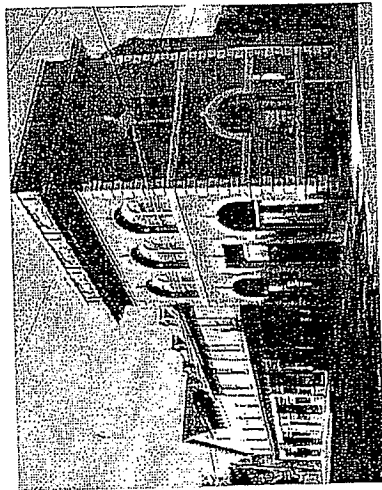
All the land shown on the plats entitled, "3RD AMENDED PLAT OF RAINCLIFFE CENTER" recorded among the Land Records of Carroll County, Maryland in Plat Book D.B.S. 52, Page 71 et seq., saving and excepting any land described in Exhibit A or property otherwise conveyed or intended to be conveyed to Carroll County, the Town of Sykesville or other governmental entity.

EXHIBIT C

RAINCLIFFE DESIGN GUIDELINES FOR THE TOWN OF SYKESVILLE

RAINCLIFFE

Sykesville, Maryland



Design Guidelines November 6, 2006

Prepared for:
CBI Development Group, LLC

Prepared by:
Design Collective, Inc.
Architects and Planners

DESIGN

COLLECTIVE

100 East Pratt Street, 12th Floor
Baltimore, Maryland 21202
Tel 410.685.6656 Fax 410.531.5212
www.designcollective.com

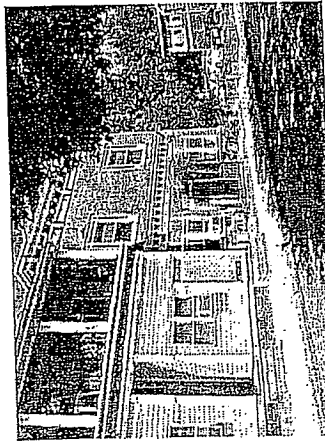
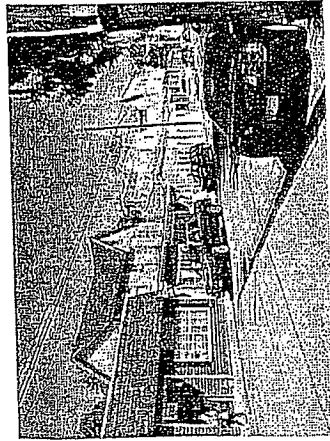
6346

0046

TABLE OF CONTENTS

INTRODUCTION		ARCHITECTURAL DESIGN GUIDELINES	
Project Vision	ii	General Provisions and Exterior Walls	12
Purpose of the Pattern Book	iv	Building Elements	14
Background Information	vi	Roofs	16
		Doors and Windows	17
		Frontage and Yard	19
PLANNING AND DESIGN CONTEXT		LANDSCAPE DESIGN	
The Town of Sykeville	2		
Masterplan and Context	3	General Provisions	22
Regulating Plan	4		
Open Space Plan	5		
URBAN REGULATIONS		URBAN REGULATIONS APPENDIX	
General Provisions	8		26
		ARCHITECTURAL DESIGN APPENDIX	
			32

© Design Collective, Inc.
All rights reserved. This book, or any portion thereof, may not be reproduced in any form without written permission.



Raincliffe

The historic fabric of the Town of Sykesville has a unique sense of place. Over time, a wide variety of forces have shaped the town, culminating in its present form. As the town continues to grow, it is critical that the new buildings and neighborhoods take great care not to undermine the rich character of the existing town. This is more important now than it was historically, because modern market forces demand that development be planned in a larger, more organized fashion.

Modern planning is highly efficient and as a result allows housing costs to be kept down despite constantly rising land costs and more spacious home sizes. The standard of living of the average family is able to improve as a result. The risk to the character of towns such as Sykesville is that efficiency also tends to produce repetitive, anonymous tracts of houses which have no particular connection to their historic surroundings.

The goal of the Raincliffe development and these Design Guidelines is to create a large group of new houses near the historic parts of Sykesville which preserves and extends the unique character of the town. By respecting and adding to what is good about Sykesville, Raincliffe can strengthen and reinforce the town and enhance the value of all the housing stock. The quality of life of the current residents and the new residents who make Raincliffe their home will be enriched by the enlargement of the town.

Important Plan Objectives

Raincliffe can achieve this goal through architectural variety, quality materials, and thoughtful design.

The diversity and variety of the homes and buildings along the historic main street in Sykesville are some of the central keys to their charm. Each townhouse in Raincliffe will be a unique home. Variations in appearance will be achieved by a number of different strategies.

Project Vision

A. Building skin materials will vary so that no two adjacent homes have identical color of materials, type of material, or detailing. For example, while two adjacent townhouses may share the same color brick, one might have white trim with a slate gray roof and white porch, while the adjacent house might have moss green trim, a charcoal gray roof and no porch. Also each would have a different architectural design as described below.

B. The architectural design of the homes of Raincliffe will be highly varied, while maintaining a tasteful respect for the style of the historic houses of the area.

There will be no cookie cutter repetition of designs, and each house in any given block of town homes will have a unique design.

C. The roofscape of individual blocks and of whole portions of the development will be treated as important design issues. The rolling nature of the site and the ample open spaces will allow large groups of homes to be seen together. A carefully massed collection of roofs rising up a slope can give a picturesque effect and become a visual amenity rather than being the problem it is in some tract developments.

D. The plan and organization of the individual houses will be varied also in response to the different siting conditions found at Raincliffe. Homes may have front garages or alley loaded garages for instance.

The Masterplan Program

Integral Rear-Loaded Garage Townhomes:

-87 units total

Front-Loaded Garage Townhomes:

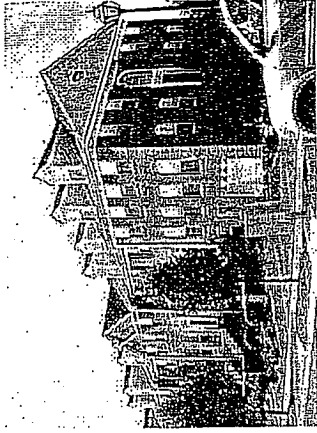
-45 units total

© Design Collective, Inc.

Raincliffe

III

Introduction



6346

0049

Purpose of the Design Guidelines

These Design Guidelines serve to define the physical and visual characteristics of new development in Raincliffe and prescribes the design criteria and methods necessary to fulfill the vision for a new development which preserves and extends the unique character of Sykesville.

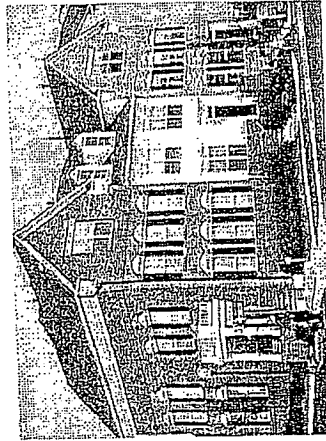
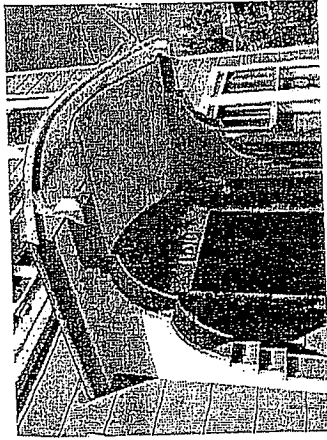
These Design Guidelines include design guidelines that apply to all built structures and landscape, including both plantings and hardscape and are not a prescription for automatic approval. The Developer and the Town of Sykesville reserve the right to work with the applicant to develop an acceptable solution that meets the intent of the criteria. Variances or changes to the Design Guidelines may be granted on the basis of unusual programmatic requirements, peculiar site or economic constraints, or architectural/site design merit.

Throughout the Design Guidelines, the use of the word "shall" indicates a criteria which must be adhered to unlike phrases containing the words "may," "should," etc. which are design suggestions or options.

In case of conflict between these standards and any other local land development regulations, these standards shall apply. Where standard development regulations are not addressed in these Design Guidelines, the development regulations shall apply. The Raincliffe Design Guidelines do not preempt public health and safety regulations such as, though not limited to, the Uniform Building Code, the International Building Code (IBC), Plumbing, Electrical, and Mechanical Codes, ADA, Fair Housing, local building and land development regulations, zoning, and similar.

These Design Guidelines consists of four integrated parts, including text and illustrations:

- Planning and Design Context;
- The Urban Regulations;
- The Architectural Design Guidelines;
- The Landscape Design;



Purpose of the Design Guidelines

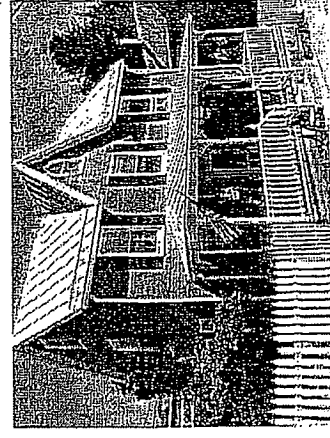
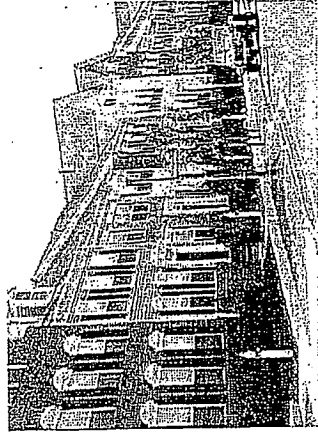
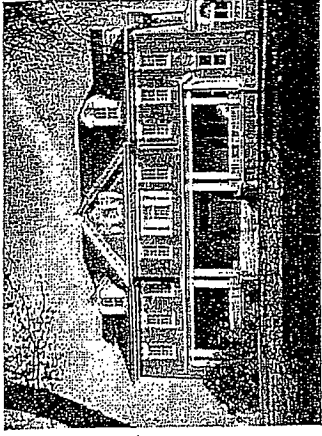
Planning and Design Context includes existing conditions, information on the town of Sykesville, the masterplan and context, and the regulating plan.

The Urban Regulations define design criteria such as building placement, stoops, external equipment and similar design standards within each zone.

The Architectural Design Guidelines section sets a quality of design standard through materials, construction techniques, and building details.

The Landscape Design section defines the layout and overall character of the major public open spaces within the plan through elements such as plants, walls, seating, and water features.

Introduction



Raincliffe

© Design Collective, Inc.

6346

0051

Property Developer:

CBI Development Group, LLC
10753 Birmingham Way
Woodstock, MD 21163

Owner:

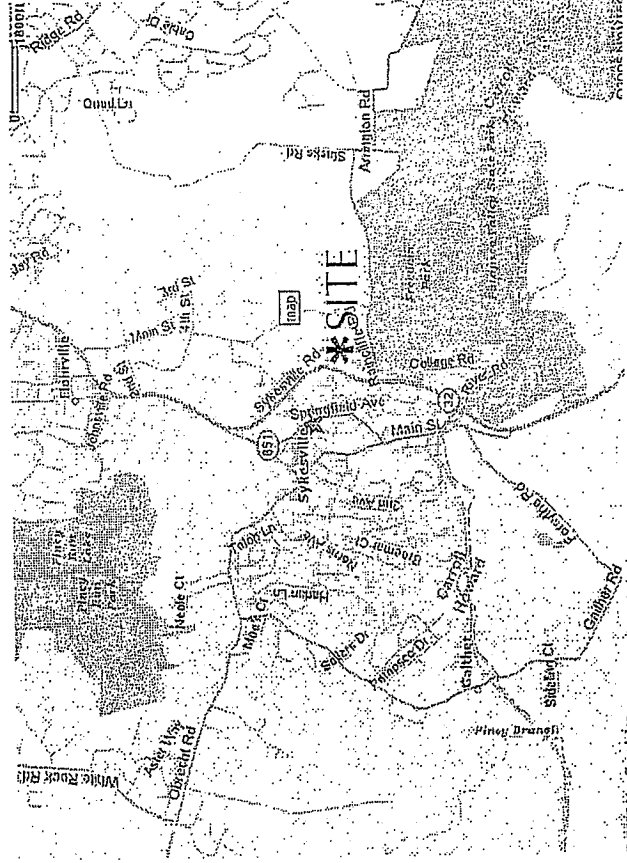
Raincliffe Properties, LLC
10753 Birmingham Way
Woodstock, MD 21163

Civil Engineer & Landscape Architects:

CLSI
Land Development & Environmental Consultants
439 East Main Street
Westminster, Maryland 21157
410.848.1790

Design Guidelines Author:

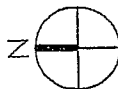
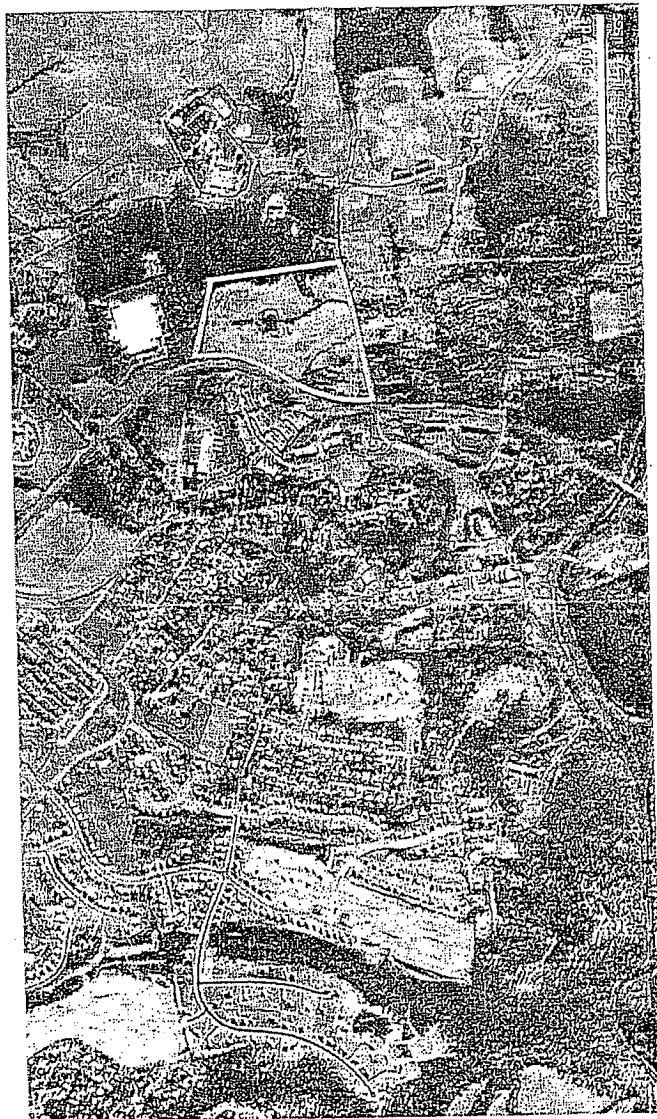
Design Collective, Inc
Architects and Planners
100 East Pratt St., 14th Flr
Baltimore, Maryland 21202
410.685.6655



Introduction

Background Information

Vicinity Map

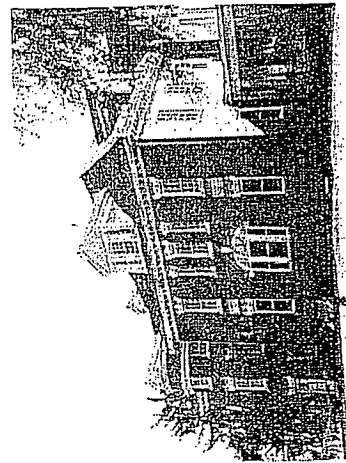
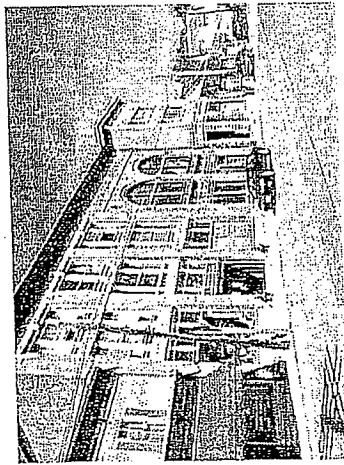
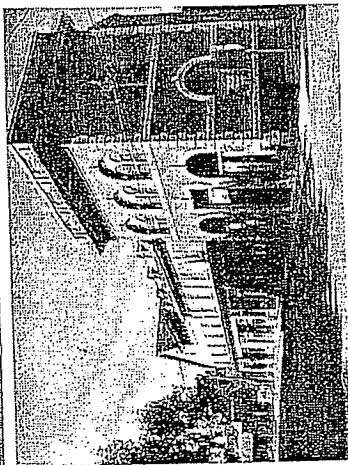


Raincliff

Planning and Design Context

The Town of Sykesville

Planning and
Design Context

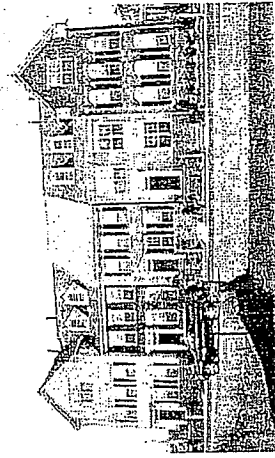
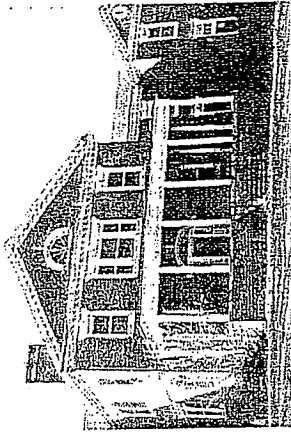
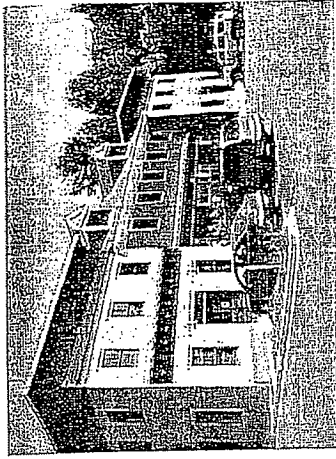
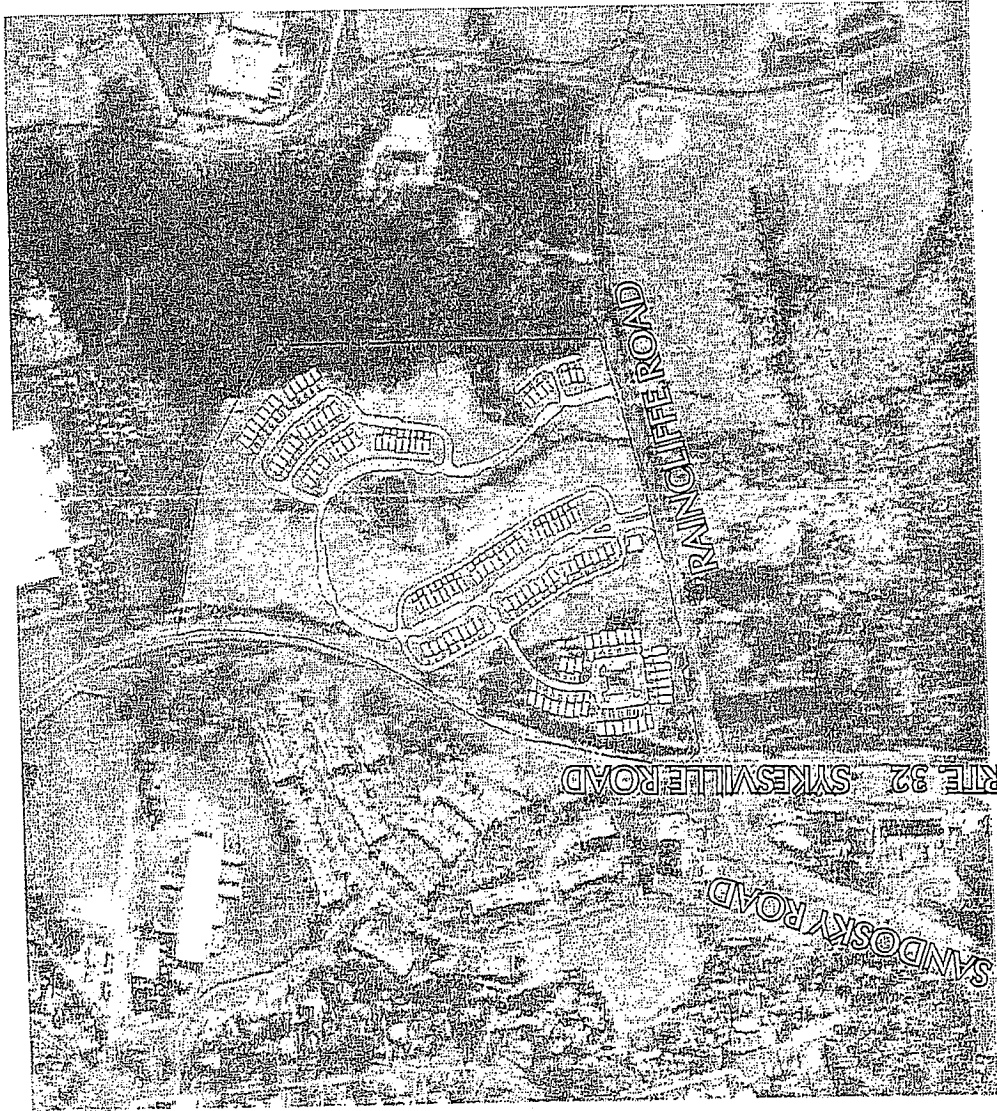


Raincliffe

© 2011 Raincliffe Collective, LLC

Masterplan and Context

Planning and Design Context








6346


0056

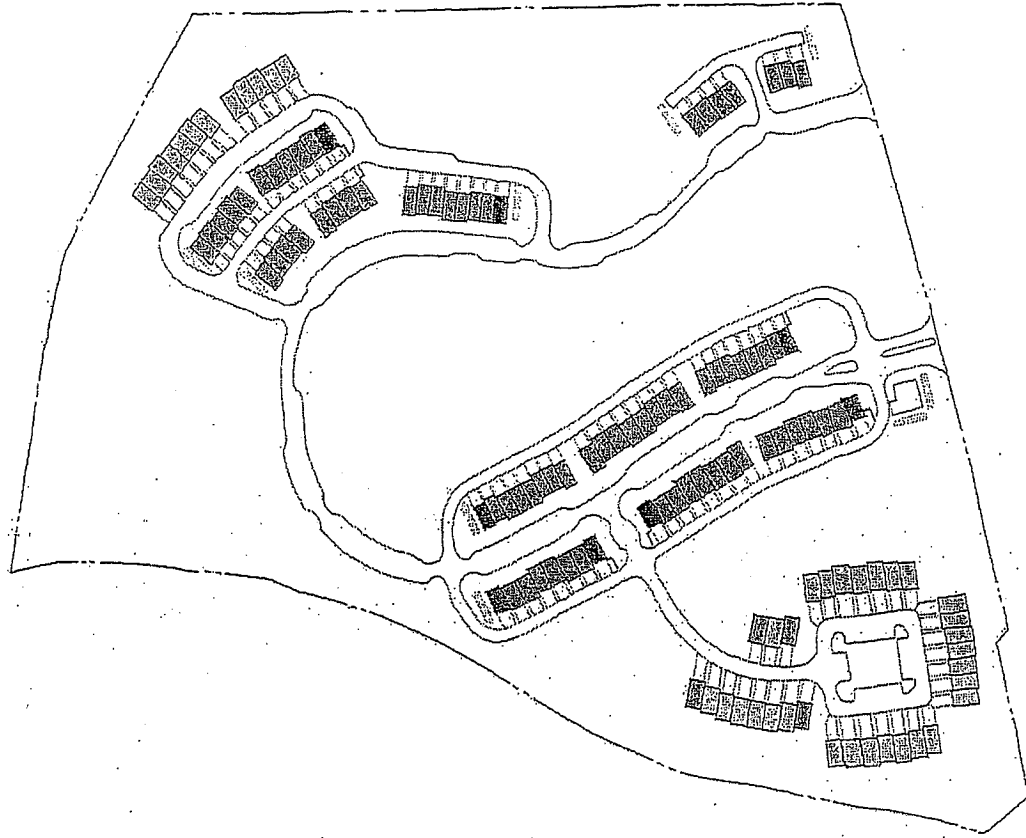
Raincliffe

3

-  Front-loaded Integral Garage Townhouses
-  Front-loaded Integral Garage Townhouses w/ Side Entrance
-  Front-loaded Integral Garage Townhouses w/ Side Entrance
-  Rear-loaded Integral Garage Townhouses w/ Side Entrance

 Required Buffer

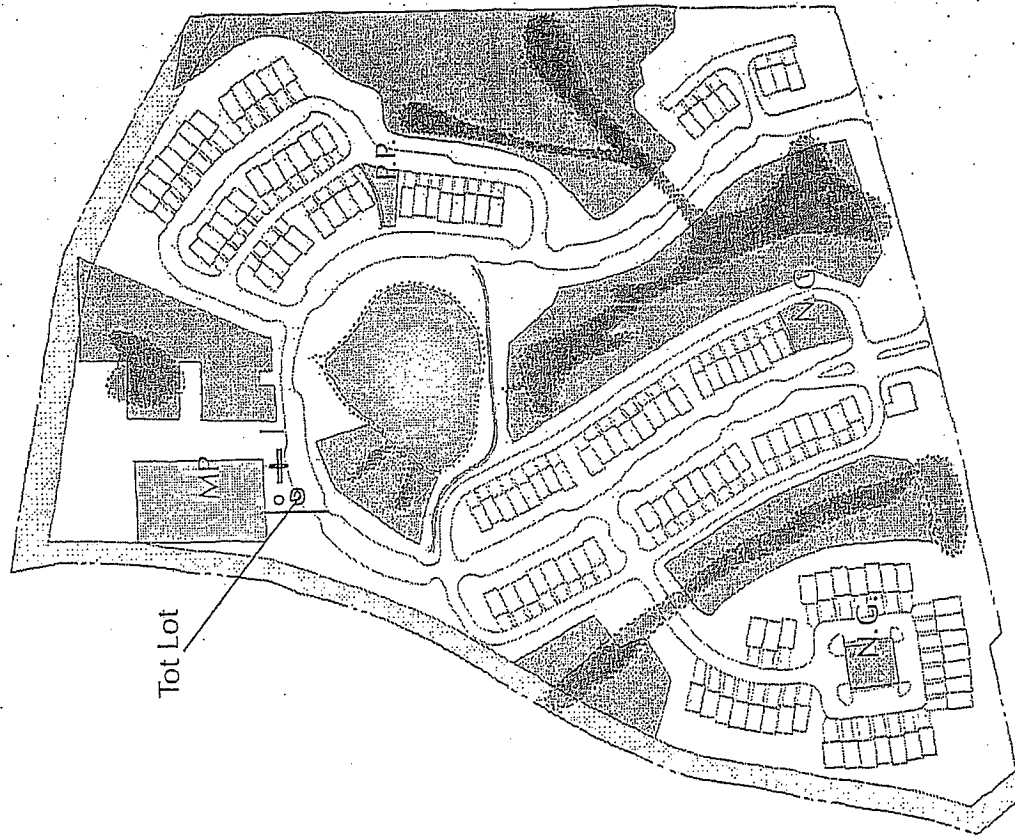
 Required Garden Wall or Fence



Open Space Plan

Planning and Design Context

- Environmental Preservation
- Reforestation
- Landscape Buffer
- Neighborhood Green
- Pocket Park
- Multi-purpose Field
- Trail



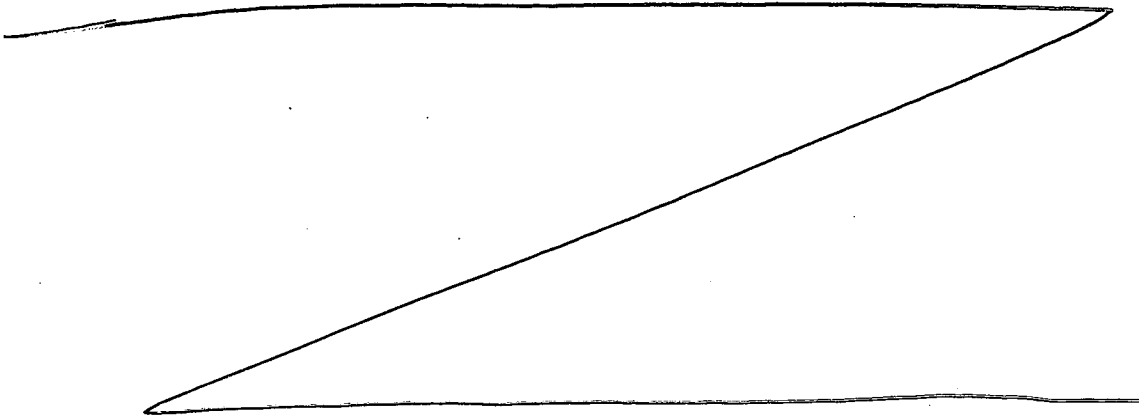
6346

0058

Raincliff

© Design Collective, Inc.

Urban Regulations



General Provisions

- Front entrance of townhouses shall be on the more important street, unless otherwise indicated by the regulating plan. See *Regulating Plan on page 4*.
- Terminated vista: Buildings that terminate vistas shall have special articulation and massing, such as bay windows, porches, stoops or fence openings.
See *Figure 1*.
- Where alleys are provided and shown on the plan, garages and parking pads shall be accessed from the alley.
- Satellite dishes, exterior antennae or aerials, private children's play equipment, and similar shall be placed in the rear yard and out of public view.
- Flood lights are not permitted on the fronts of residential units.
- Electrical transformers, utilities, cable, phone, gas lines, water and electrical meters, and similar shall be placed in the alley where an alley exists, if possible.
- A grouping of aligned townhouse shall not exceed 8 units.
- Townhouses shall align at the front facade within groups of units. See *Figure 2*.
- Bay Windows shall project a maximum of 3 feet forward of the façade and must be a minimum of 6 feet in width across the façade. Bay windows on frontage façades shall extend to the ground or be cantilevered with brackets.
See *Figure 3*.

General Provisions

Urban
Regulations

General Provision (cont'd.)

- Porches shall project a maximum of 8 feet forward of the façade. Porches shall be set back a minimum of 1 foot from a property line, but in no instance should be closer than 3 feet from a sidewalk. Porch landing heights shall range from a minimum of 2 foot to a maximum of 4 feet above the sidewalk grade. English basements are exempt from height restriction above.
- Stoops shall project a maximum of 8 feet and a minimum of 4 feet forward of the façade. Stoops shall be set back a minimum of 1 foot from a property line, but in no instance should be closer than 3 feet from a sidewalk. Stoop landing heights shall range from a minimum of 2 foot to a maximum of 5 feet above the sidewalk grade (provisions for accessible and visitable entries are allowed and encouraged, especially to the living level of a residential unit). English basements are exempt from height restriction above.
See Figures 4 and 6
- First Floor elevations that are more than 6' above street grade, shall have a retaining wall no more than 3' max in height.
See Figures 5 and 6.

6346

0061

Raincliffe

9

© Raincliffe Collective Inc.

Architectural Design Guidelines

General Provisions

-When masonry is used on front facades, it shall be required on the side facades. Vinyl or cementitious board siding may be used on the rear.

See *Figure 1*.

-Garage doors shall have a light mounted for safety. In front-loaded garage conditions there shall be two wall sconces mounted on opposite ends of the door. In rear-loaded garage conditions garage doors shall either have two wall sconces or a single light, centered and mounted above the door.

-When shutters are used, they shall be required on all facades facing a public street or open space.

-All townhouses shall have a watertable.

-No less than 70% of all townhouses shall have full brick front elevations and shall be mixed throughout the community.

Exterior Walls

Construction Materials:

-Exposed Foundation walls on facades fronting public right-of-ways and/or private roadways (not to mean alleys) shall be stone or brick.

-Exposed Foundation walls on all other facades shall be at a minimum poured concrete with a brick pattern and painted finish to match or coordinate with the siding or trim colors. No concrete with a brick pattern shall be painted as though to look like "real" brick with colored mortar joints.

-Walls may be stone, brick, stucco, cedar shingles, wood clapboard, wood or vinyl beaded siding or cementitious siding.

-Trim may be wood, cementitious fiber board, fiberglass composite, polymer composite or solid PVC.

Configurations:

-A horizontal definition of the base of water table through change in plane, brick shape, color or pattern is required. Building walls between the foundation and the eave shall be no more than two materials. Material changes shall occur along a horizontal line. Additionally, the lighter material shall be used above the heavier materials. If special brick patterns, precast shapes, or trim are used it must occur at the sill or finished floor lines. See *Figure 2*.

Exterior Walls

Architectural Design

Configurations (cont'd.)

- Brick shall be a minimum of 3 courses below finished grade and stone veneer shall be at or 8" below finished grade.
- Wall materials shall be oriented horizontally.
- Walls of cedar shingles, wood clapboard, wood or vinyl beaded siding or cementitious siding shall have all openings trimmed in boards 2"-4" nominal width and corners trimmed in boards of 4"-6" nominal width. Doors may have wider trim.
- Walls of masonry shall have all openings trimmed in wood or simulated wood brick mould. Lintels and sills shall be made of brick, stone or precast.
- Cornices are required with a minimum 10" nominal base trim. Decorative trim (mouldings) may be applied to the cornice. See *Figure 3*.
- Rake returns are required and shall be a minimum of 2 feet in length at open gable ends and shall have a hipped roof return of standing seam metal, asphalt or cedar shake shingle. See *Figure 4*.
- With vinyl siding, vinyl trim shall be used with integral j-channel to eliminate exposed j-channel on facades fronting public right-of-ways and/or private roadways (not to mean alleys).
- Trim is required where there is a change in material or a change in plane. A minimum 10" nominal band board is required where siding meets foundation wall.
- Where Watertable height exceeds 5' above grade, windows, vents, or brick relief shall be provided. See *Figure 5*

Construction Techniques:

- Wood shingles shall be stained.
- Wood clapboard, wood siding, and cementitious siding shall be painted.
- Butt joints may be caulked or covered and shall be painted to match the siding color.
- Brick shall be in a horizontal running, flemish bond, or common bond pattern with weathered, concave, V-shaped or grapevine mortar joints not greater than 1/2" in height. Patterned brick detailing and special brick shapes may be used. See *Figure 6*
- Mortar shall be buff, beige, warm grey or similar color.
- Stucco shall be sand finished or steel trowelled-textured.
- Stone shall be set in an uncoursed rough-cut pattern or irregular coursed square-cut pattern. See *Figure 7*
- Vinyl siding shall have a smooth or brushed finish and shall be of a high-grade vinyl. (.042" thickness or greater)

6346

0064

Building Elements

Construction Materials:

- Columns and posts shall be made of stone, brick, wood, polymer composite or fiberglass.
- Porch guard railings shall be wrought iron, painted wood, or solid PVC.
- Walking surfaces of porches may be concrete, brick, wood, or simulated wood, such as "Trex" deck or equal. Masonry porches and steps shall have masonry pavers.
- Stoops shall be brick, stone or concrete. Steps shall be stone, brick or concrete. Wood or simulated wood may be used at secondary entrances.
- Front stoops shall be stone or brick unless the building has a wood or simulated wood front porch in which case wood or simulated wood steps would be appropriate. Wood or simulated wood may be used at secondary entrances.
- Stoop and other metal railings shall be made of steel, wrought iron or electro-static painted (ESP) aluminum.
- Decks shall be framed with pressure-treated wood. Simulated wood such as "Trex" deck or equal shall be used on walking surfaces only.
- Deck rails shall be solid PVC or PVC with aluminum sleeves over wood supports.
- Lattice shall be wood or vinyl.
- Piers and arches shall be brick, stone or decorative block.
- Sills shall be rowlock brick, sill brick or solid PVC.
- Chimney enclosures shall be stone, brick or vinyl.
- Flues shall be tile, terra cotta or metal.

Configurations:

- Decks shall be placed in rear yards and shall be supported by posts.
- The undercroft of wood or simulated wood porches shall be skirted with lattice having openings 1-1/2" square maximum. Lattice shall be placed behind the surface of the pier and framed with trim. See Figure 9.
- Porches shall be a minimum of 8' in depth. Porch openings between columns and piers shall be vertical in proportion.
- Balconies shall project a minimum of 12" from an exterior wall surface.
- Chimney enclosures shall extend from grade to a minimum of 2' above the roof surface.
- Wood posts shall be no less than 6" nominal in width or depth and may be chamfered at the corners.
- Masonry openings shall have brick arches, jack arches, or stone/precast lintels. See Figure 8.
- Arches made of masonry shall not be less than 8" in thickness.

Building Elements

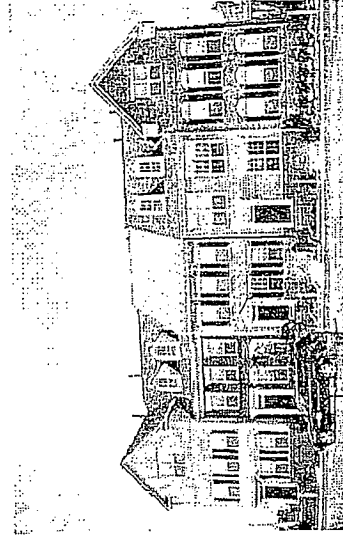
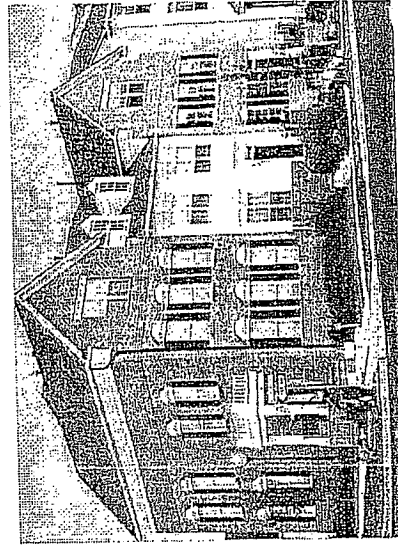
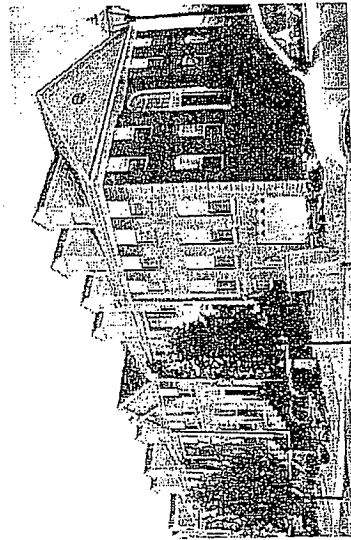
Architectural Design

Configurations (cont'd):

- Piers made of masonry shall be no less than 12" in width and 8" in depth and integral when used with a column or post.
- Columns, pilasters, etc. shall be of the Tuscan or Doric orders as prescribed by *The American Vignola*.
- The neck of a column shall align with the face of the entablature above. See Figure 9.
- Parapet newell posts shall align with the columns, posts, or pilasters below (centerline to centerline)
- Ballusters shall not exceed 4-1/2" on center. See Figure 9.
- Lintels made of cast stone or precast shall extend horizontally beyond the opening a dimension equal to the height of the lintel. Precast lintels shall be flush with the wall surface. Brick soldier lintels shall extend a minimum of one brick beyond the opening. See Figures 8 & 10.
- With vinyl siding, half round columns or pilasters shall have a trim board between the column or pilaster and the wall that has been routed to accept j-channel.

Construction Techniques:

- Wood shall be painted or stained, except walking surfaces which may be left unfinished.
- Railings of steel or wrought iron shall be painted black or dark green. Electro-static painted (ESP) aluminum shall be black or dark green.



Roofs

Construction Materials:

- Roofs may be standing seam metal, copper, cedar shakes, slate, artificial slate or architectural grade asphalt shingles.
- Gutters shall be built of copper, steel or aluminum. (Copper anodized aluminum is not permitted).
- Splash blocks shall be stone, brick, gravel, concrete, vinyl or fiberglass.
- Glazing in windows, skylights and stained-glass shall be glass.

Configurations:

- Roofs (with the exception of interior lot townhouses) shall overhang a gable end a minimum of 12" measured from the face of fascia board to face of building wall and shall have standing seam metal on a closed gable return. *See Figure 11*
- Roofs shall be simple and symmetrically pitched, and only in the configuration of gables, hips, and mansards. Shed roofs may be used on secondary massing elements and dormers.
- The pitch of the roof shall be between 8:12 and 14:12.
- See Figure 12.*
- No more than 40% per stick of buildings shall be forward facing gables. *See Figure 13*
- (1) All front facing gables shall be the full width of the facades; no partial gables.
- (2) If forward facing gable is used at the end of a group, the gable shall be turned through the entire building.
- Eaves shall have no more than six outside corners.

See Figure 14.

- Shed roofs on massing elements shall have the ridge attached to an exterior building wall and have a maximum pitch of 3:12.
- Flat roofs are permitted only when they are occupiable, accessible and edged by a railing or parapet.

- Rake returns (with the exception of interior lot townhouses) are required at gable ends and shall have 2' minimum return of cornice trim (see also Exterior Walls). *See Figure-4.*

- Gable ends shall have profile trim.

- Skylights and solar panels shall be flat in profile and not visible from any public right-of-way or private roadway.
- Vents, attic ventilators, turbines, flues and other roof penetrations shall be collected or grouped when possible and relegated to the rear roof elevations.

Construction Techniques:

- Roofs built of standing seam metal shall be copper, painted or galvanized.
- Vents, attic ventilators, turbines, flues and other roof penetrations shall be painted to match the color of the roof except those that are galvanized which may be left natural.
- Gutters and downspouts made of metal shall be painted or prefinished to match the color of the adjacent material finish. Galvanized or copper downspouts shall be permitted to age naturally. Gutters and downspouts made of metal on elevations with full unpainted brick or stone shall be painted or prefinished a color to match the trim or made of copper.

Doors and Windows

Architectural Design

Doors and Windows

Construction Materials:

- Windows shall be wood, extruded aluminum clad, fiberglass, vinyl or vinyl clad.
- Glass shall be clear and free of color. Stained glass, art glass, or frosted glass may be used as a transom or side lite at the front entry only.
- Shutters shall be wood, solid PVC or vinyl.
- Doors shall be built of wood, embossed steel, or fiberglass.
- Garage doors shall be built of wood, embossed hardboard, embossed steel, or fiberglass.

Configurations:

- One window on each frontage facade (a facade fronting a public right-of-way) may be circular, semi-circular, hexagonal, or octagonal in shape. Windows may be quarter-circular in shape when paired in a gable end. *See Figure 15.*
- Windows shall align vertically within any given facade.

See Figure 15.

- Windows and window lites shall be square or vertical in proportion. *See Figure 16.*

- Windows shall be true divided light or simulated divided light.

- Window transoms shall be consistent, either arch-top, circle-top, or rectangular, not mixed.

- Total fenestration (rough window openings) on frontage facades (not including a tower element above the eave) shall not exceed 40% of the total surface area. *See Figure 17.*

- Two windows paired in the same rough opening shall be separated by a minimum 4" nominal post (mullion).

See Figure 18.

- Bay windows on frontage facades shall extend to the ground or be structurally supported by brackets. *See Figure 19.*

- Single glass panes shall be no larger than 20 square feet.

- Windows shall be no closer than 2' to building corners, except where windows are paired, one on each wall at the corner with a maximum 8" nominal post or within sunrooms or solariums.

- Shutters shall be applied to all or none of the windows on any given facade and shall be shaped, sized and proportioned to the windows they serve. Paired or unique windows may have shutters if the facade includes shutters for the other windows.

6346

0068

Configurations (cont'd):

- Shutters shall be operable or provided with adequate hardware (shutter dogs or tie-backs) to make them appear operable and shall be mounted as if hinged to the window frame or brick surround.-Doors shall be attached by hinges.
- Storm doors and screen doors shall be full view and free of decorative trim. *See Figure 20.*
- Exterior doors shall be a minimum of 3' x 6'-8" with raised panels. *See Figure 21*
- Garage doors shall not exceed 8' in height or 9' in width. Garage doors facing a public right-of-way or private roadway shall be architectural grade. *See Figure 22.*
- Garage doors shall have a light mounted for safety. In front-loaded garage conditions there shall be two wall sconces mounted on opposite ends of the door. In rear-loaded garage conditions garage doors shall either have two wall sconces or a single light, centered and mounted above the door.

Construction Techniques:

- Windows shall be single-hung, double-hung, triple-hung, casement, hopper, or fixed.
- Doors, including garage doors, shall have glass, raised panels or both.

6346

0069

Frontage and Yard

Architectural Design

Frontage and Yard

Construction Materials:

- Front yard hedges are permitted when there is at least 8 feet of lawn between the sidewalk and building face or porch. See Figure 23
- Rear yard privacy fences shall be wood, solid PVC, steel, wrought iron, ESP aluminum or vinyl with aluminum or wood supports. See Figure 24 and 25
- Garden walls shall be stone or brick.
- Retaining walls shall be stone or brick along any public right-of-way or private roadway. Retaining walls not along a public right-of-ways or private roadway may be poured concrete, stamped concrete, split-faced concrete block or pressure treated wood.
- Lead walks and paths to houses shall be stone, brick, slate, concrete pavers or concrete.
- Walks shall be stone, brick, slate, concrete pavers, or concrete. Paths may be bituminous concrete or stone dust. Mulch may be used on pathways if recommended by a regulatory agency.
- Driveways may be asphalt, brick pavers, concrete pavers or concrete.
- Decks shall be framed out of pressure treated lumber.
- All walking surfaces on Decks shall be simulated wood such as "Trex" deck or equal and shall be a gray tone in color.
- Deck rails, posts, caps, and balusters shall be white vinyl.
- Exposed band boards and stair carriages must be covered with wood painted white or solid PVC painted white.
- Support posts shall be wrapped in painted wood, solid PVC or have a PVC sleeve, or treated lumber.
- Privacy fences are permitted on interior property lines and shall not exceed 6' tall; above 5' must be partially open. See Figure 24 and 25
- Privacy fences may be pressure treated wood painted white, or white vinyl.

Configurations:

- Terminal posts in fence (corners, property line corners, openings, ends, etc.) shall be wider and taller in proportion than other posts or pickets.
- Fence posts shall be spaced evenly with 8' maximum spacing between posts.
- Piers may be brick or stone.

6346

0070

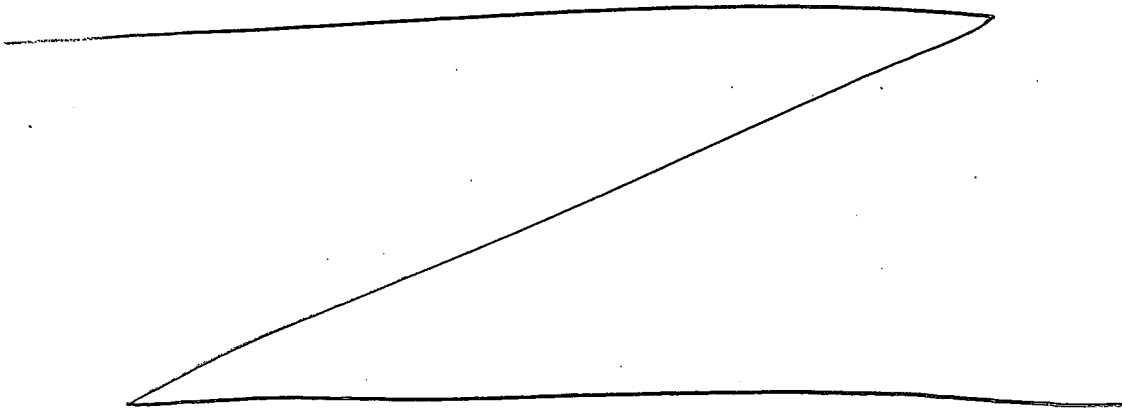
Configurations (cont'd):

- Fences and garden walls facing public right-of-ways shall be between 32" and 48" in height with pickets between 32" and 42" and terminal posts up to 48" maximum. Fences and garden walls in rear and side yards shall be a maximum of 6' in height including any lattice or spaced picket portion in fences. See *Figures 25*
- Spacing between fence pickets shall be no greater than $\frac{2}{3}$ the width of the picket.
- Dooryard walls shall not exceed 24" in height.
- Brick piers, gates, and decorative posts may mark the pedestrian entry to the private yard. Openings shall be no greater than 48" clear in width for fences and 60" clear in width for garden walls. Private yard paths shall connect with public sidewalks and driveways. See *Figure 25*
- A single wood or brass plaque with house number and address, not greater than 16" dia. or square, may be attached to the fence post or gate or to the garden wall pier or gate. Height of the letters shall be 3" maximum.
- Decks facing an alley way shall be 12' x 16' max
- All decks may have a privacy fence as part of the railing up to 6' from the unit. See *Figure 26*
- Decks not facing an alleyway may have steps leading to grade.
- Posts for railings may not be attached to the exterior band and must come up through the floor of the deck.

Construction Techniques:

- Fences built of wood shall be painted white, off-white, or dark green or stained white with an opaque stain.
- Fences built of steel, wrought iron, or aluminum ESP shall be painted black or dark green.
- Garden and dooryard walls of stone, or brick, or straight-faced concrete block shall be no less than 8" wide and capped in a dressed coping stone 1-1/2" to 3" thick, rowlock course of brick, shaped brick, or cap stone. The cap shall overhang the wall. See *Figure 27*.
- Poured concrete retaining walls shall have a smooth or stamped finish.

Landscape Design



The following landscape design criteria shall apply to all development within Raincliffe shown within the boundaries of the approved plan. The landscape design criteria is a supplement to the landscape requirements as defined in the Town of Sykesville Landscape Manual and is NOT in lieu of. Where a discrepancy exists, the Town of Sykesville Landscape manual shall apply. The following landscape design criteria may suggest a change in plant material and/or additional plant material as shown on the approved landscape plans. In some instances, plants may be relocated or repositioned to better meet these design criteria without changing quantities, sizes, or species. Where any changes are suggested, these must be approved by the Town of Sykesville.

The purpose of the landscape design criteria is as follows:

1. To protect, preserve, and enhance the appearance of the neighborhoods;
2. To enhance the character and function of the public realm and public spaces for both planned and spontaneous social interaction;
3. To reinforce the streets and sidewalks as an important public space for cars, bicycles, and pedestrians alike;
4. To reinforce the streets as important connections to and within the neighborhood;
5. To provide a clear distinction between public and private (or semi-private) spaces and front yards.

Street Trees

Street trees are placed along the entirety of internal streets to reinforce the streets as an important auto and pedestrian circulation route throughout the neighborhood. A uniform placement and spacing of trees is preferred to better define the streets as an important component of the public realm and to reinforce building frontages as part of the street definition. A more formal and uniform arrangement of street trees helps provide a clear distinction and greater sense of hierarchy between the streets and the preserved, natural forested areas and other, informally planted areas. Some informal and random plantings are encouraged to provide interest.

1. Street trees shall be placed according to the final landscape plan, within planting strips between curb and sidewalk. The planting strip shall be not less than 4 feet wide; 5 feet is preferred. Trees in planting strips, between curb and sidewalk, act as an additional physical and visual buffer between pedestrians and cars while also enabling the pedestrian on the sidewalk to perceive the walk as being in a more semi-private/front yard zone as opposed to being in the street zone;
2. Tree species may vary from street to street, to provide interest and uniqueness from one street to another. Varying trees on the same street, and/or every other tree, is not preferred.
3. Trees shall be selected for their ability to adapt and survive in such space conditions. No thorn trees, trees with excessive berries, or trees with sharply pointed leaves, shall be used as street trees;
4. Street trees shall be limbed to 6 to 8 feet to allow views and site lines under the canopy.

General Provisions

Foundation Plantings in Front Yards

Plantings along the foundation of buildings, both front and side yards, facing onto and visible from the street, may be either formally or informally arranged, defining the transition between public and private zone.

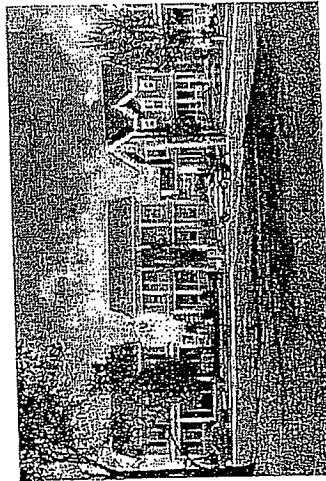
1. Simple is better, with variety from building to building as opposed to a great variety for each house. An evergreen and deciduous mix is from house to house; encouraged. Plantings should vary, both formal and informal with appropriate transitions
2. For houses with a tall front foundation (refer to grading plans), medium to tall shrubs should be used. Smaller shrubs are used where the foundation is shorter.
3. Low shrubs or groundcover should be used where basement and foundation windows are exposed;
4. Taller and medium-sized shrubs should be used against the foundation wall across that back of the plantings, transitioning to smaller lower shrubs, perennials, and/or groundcover towards the front;
5. Small flowering trees may be planted informally, on some, but not every, front yard to add interest;
6. Pairing vertical, conical evergreens and/or accent plants may be used to define the front door, stoop, porch, or lead walk.

Perimeter Landscape Edge Guidelines

A deciduous/evergreen planting, (with limited berming where naturally appropriate and/or fencing) to provide a naturalistic visual screen adjacent to existing residential areas along the boundaries of this site where there is no existing forested buffer. These minimum requirements do not need to be spread out evenly over the length of the perimeter area but, rather, should be grouped at strategic locations to create naturalistic groupings and/or clumps of diverse plant materials that effectively screen and buffer specific, adjacent areas, buildings, and views.

6346

0074



Trails

Trails are pathways for pedestrians, cyclists, and skaters that provide connections among important destinations. Trails are mostly natural in character, often constructed with such materials as concrete, asphalt, mulch, and boardwalks (for spanning waterways and environmental areas). Trails should be designed for their intended use and intensity of use, including consideration for safety, lighting, benches, and drinking fountains.

Neighborhood Greens

Greens are moderate to small public tracts of land (typically not more than 1 acre, and often substantially less), available for unstructured recreation, often circumscribed on all sides by both building frontages and streets. The design consists primarily of trees and lawn areas, informally or formally disposed. An informal green includes informal plantings and groupings of trees and plant materials, randomly placed sitting areas and walks and similar. A formal green includes a more formal arrangement of trees and plantings, deliberately aligned furniture and sitting areas, formal pathways and walks and similar. An attached green is circumscribed on all sides by building frontage and on at least two sides by thoroughfares; buildings face at least one side of the attached green and have an address on the green as opposed to an address on a public street. Greens also include in their composition paved walks, lawn, trees, shrub massing, furniture and ornament such as fountain or sculpture.

Pocket Parks

Pocket Parks are small to moderate public open spaces (often only a few thousand square feet) at the intersection of important streets, between buildings along a street or sidewalk and/or at the junction of important areas, set aside for civic purpose and intense human activity. Typically circumscribed on all sides by building frontages and/or streets (although open to the street), its landscape consisting of durable pavement, furniture, ornament, decorative fountain and trees, all formally disposed.

Urban Regulations Appendix

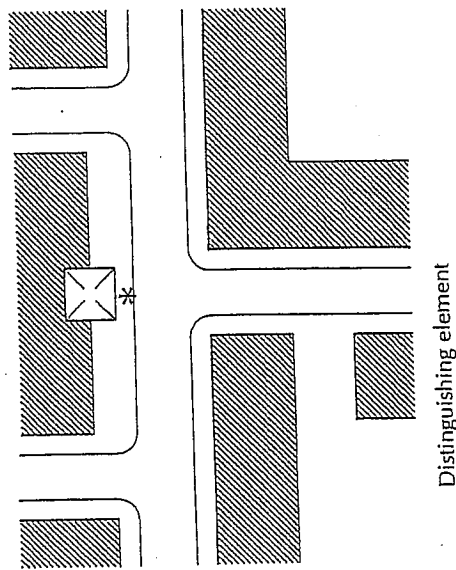


Figure 1

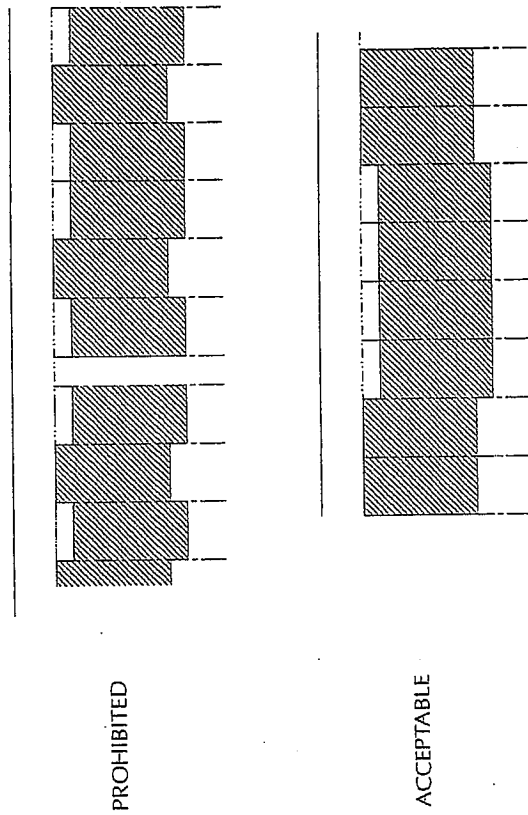


Figure 2

b346

0077

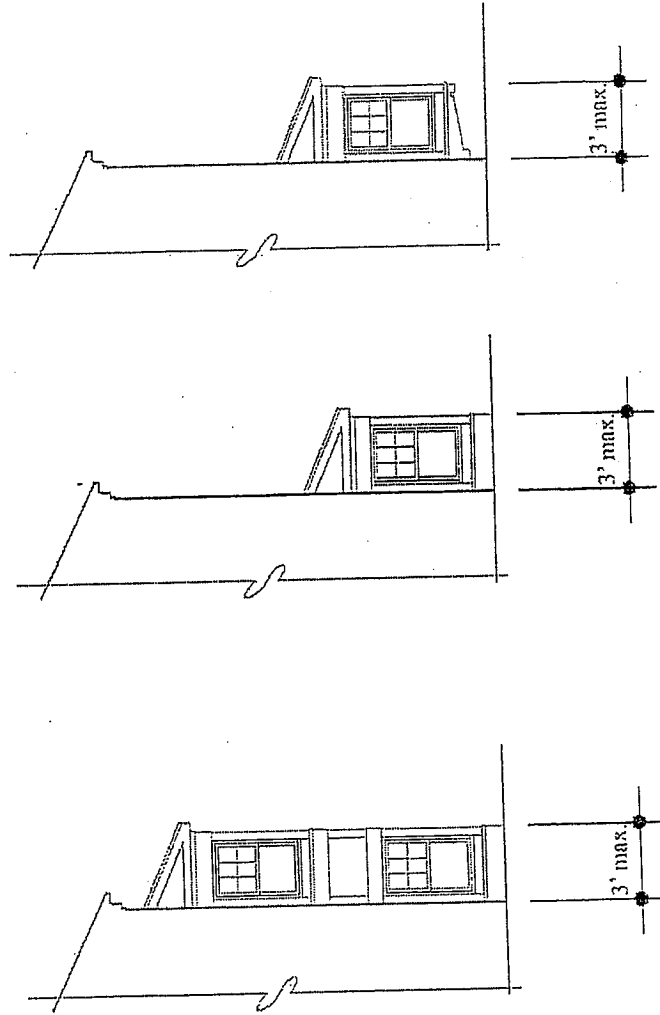


Figure 3

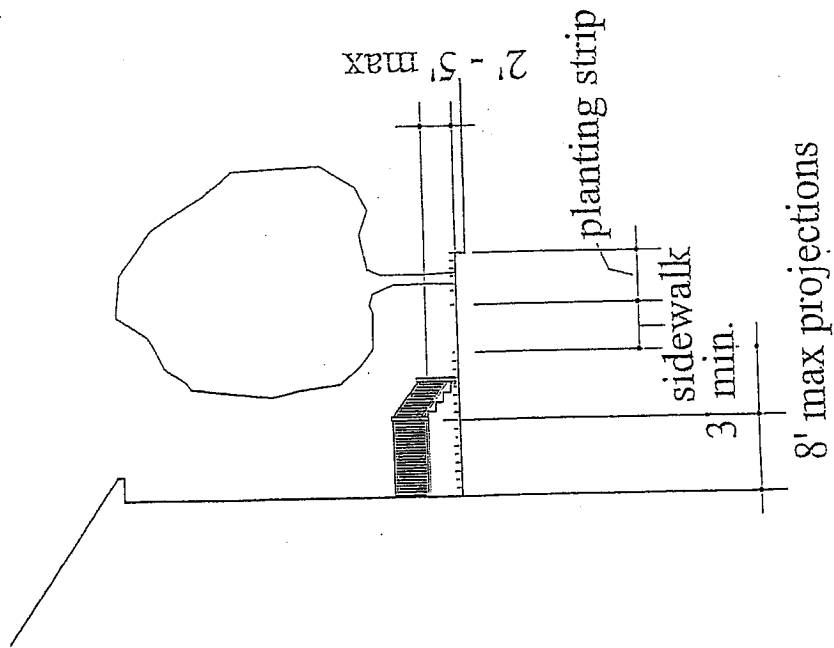


Figure 4

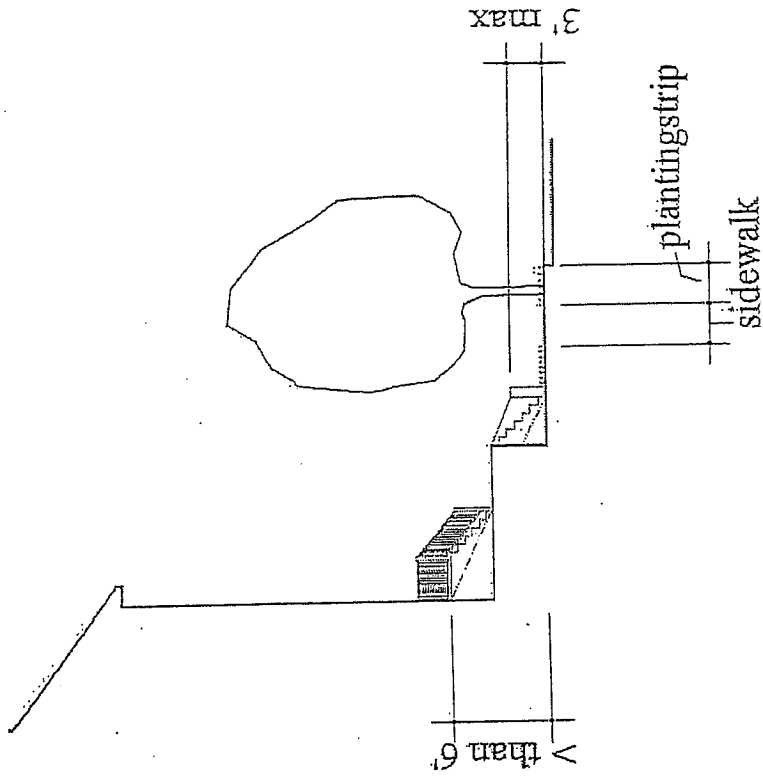
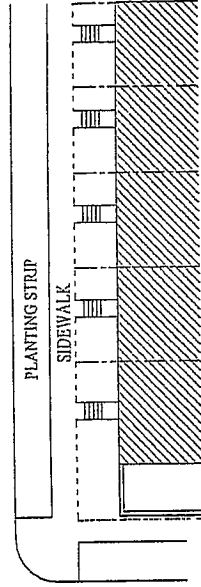


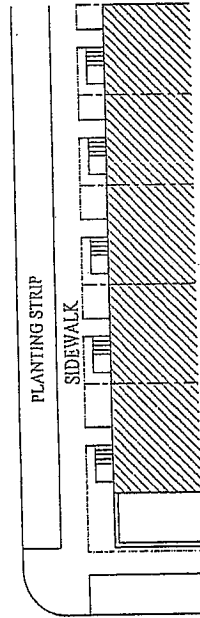
Figure 5

6346 0079

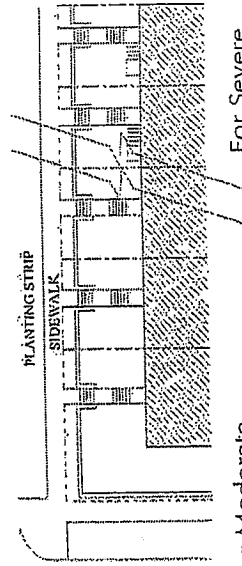


For Standard Conditions

Figure 6



For Tight Conditions



For Moderate
Grade Change

For Severe
Grade Change

Figure 6

Architectural Design Appendix

6346

0081

WHEN MASONRY IS USED ON FRONT FACADES,
IT SHALL BE REQUIRED ON THE SIDE FACADES.

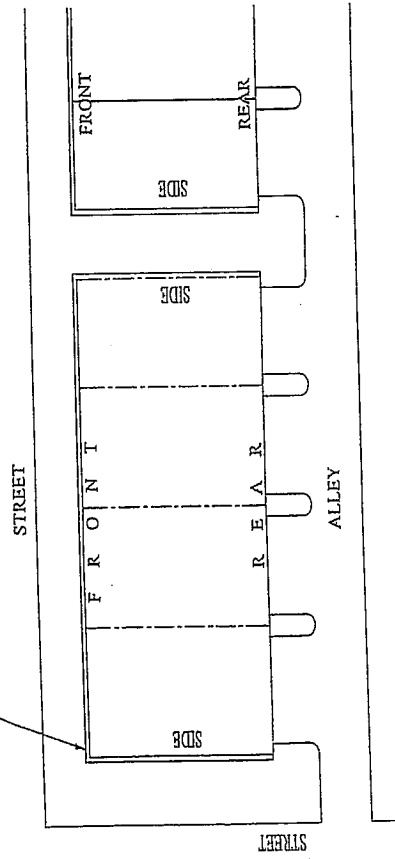


Figure 1

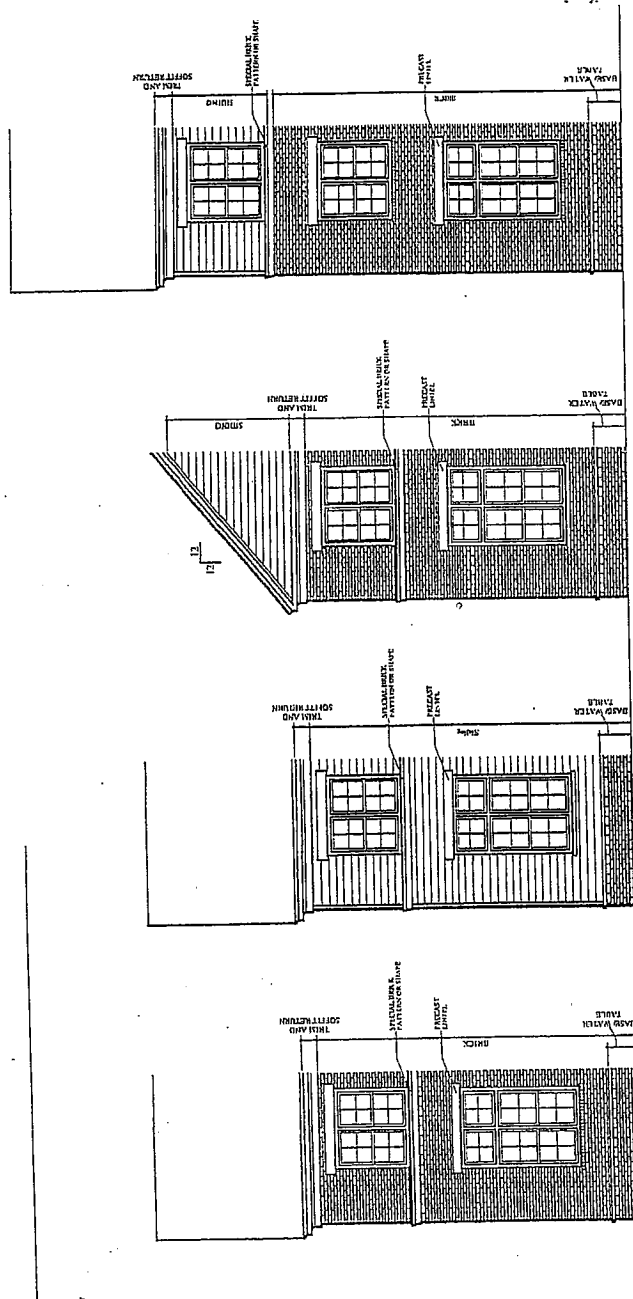


Figure 2

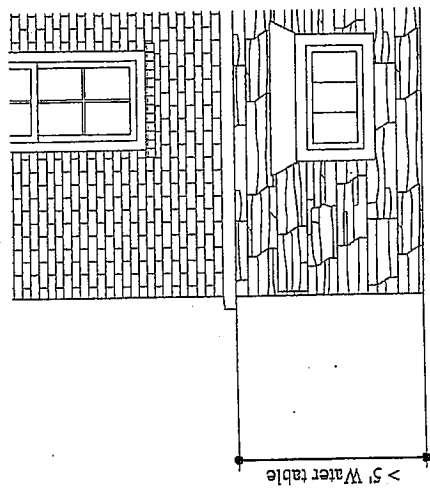


Figure 3

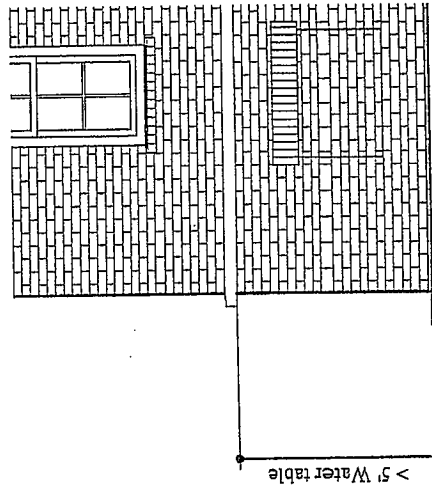
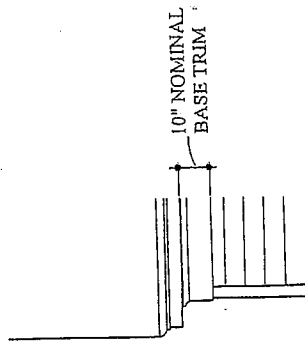


Figure 5

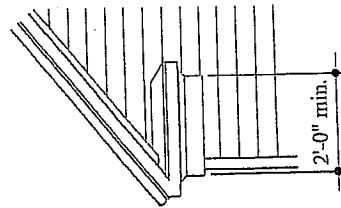


Figure 4

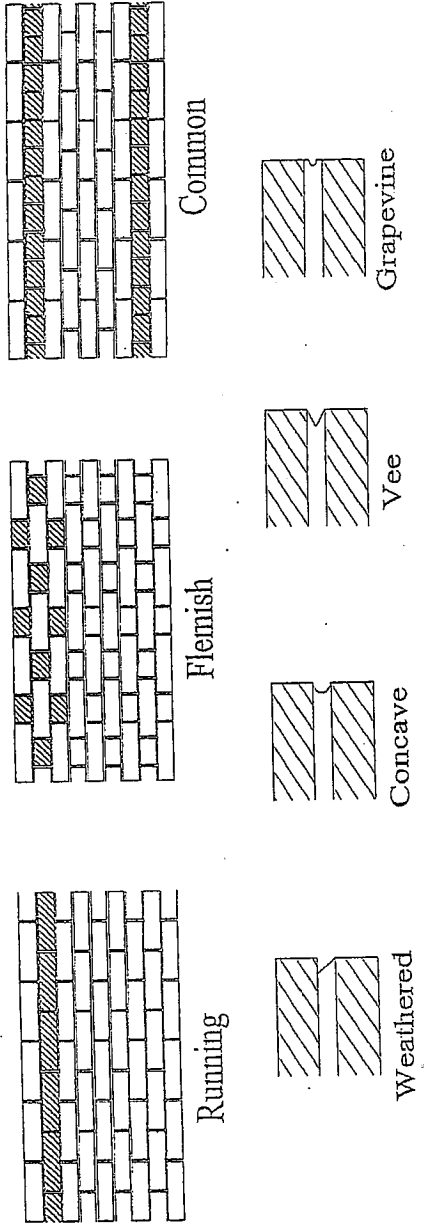


Figure 6

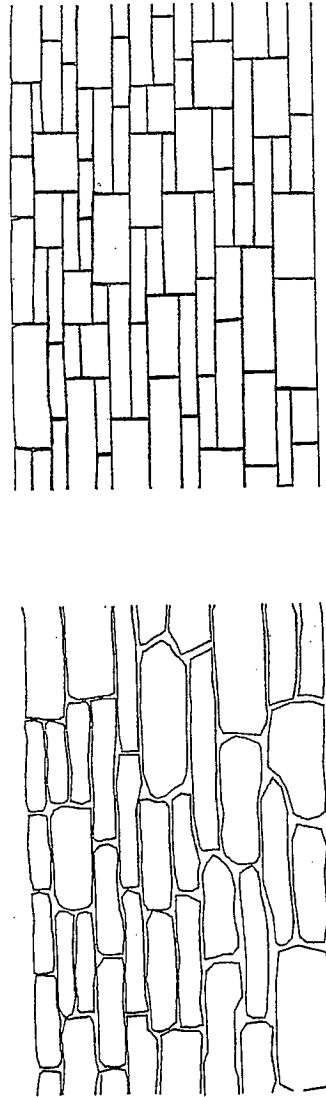
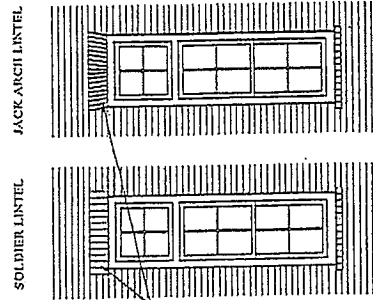


Figure 7

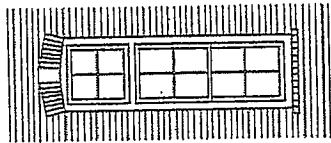
6346

0085

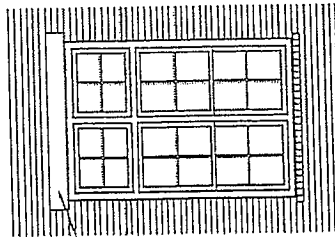


BRICK SOLDIER
LINTELS SHALL EXTEND
A MINIMUM OF ONE BRICK
BEYOND THE OPENING.
JACK ARCHES SHALL EXTEND
TO THE EDGE OF THE
OPENING.

ARCH WITH KEYSTONE



KEYSTONES IN ARCHES
SHALL HAVE SIDES
RADIAL TO THE ARCH.



PRECAST OR STONE
LINTELS SHALL EXTEND
HORIZONTALLY BEYOND
THE OPENING A DIMENSION
EQUAL TO THE HEIGHT OF
THE LINTEL, NOT TO EXCEED 4".

Figure 8

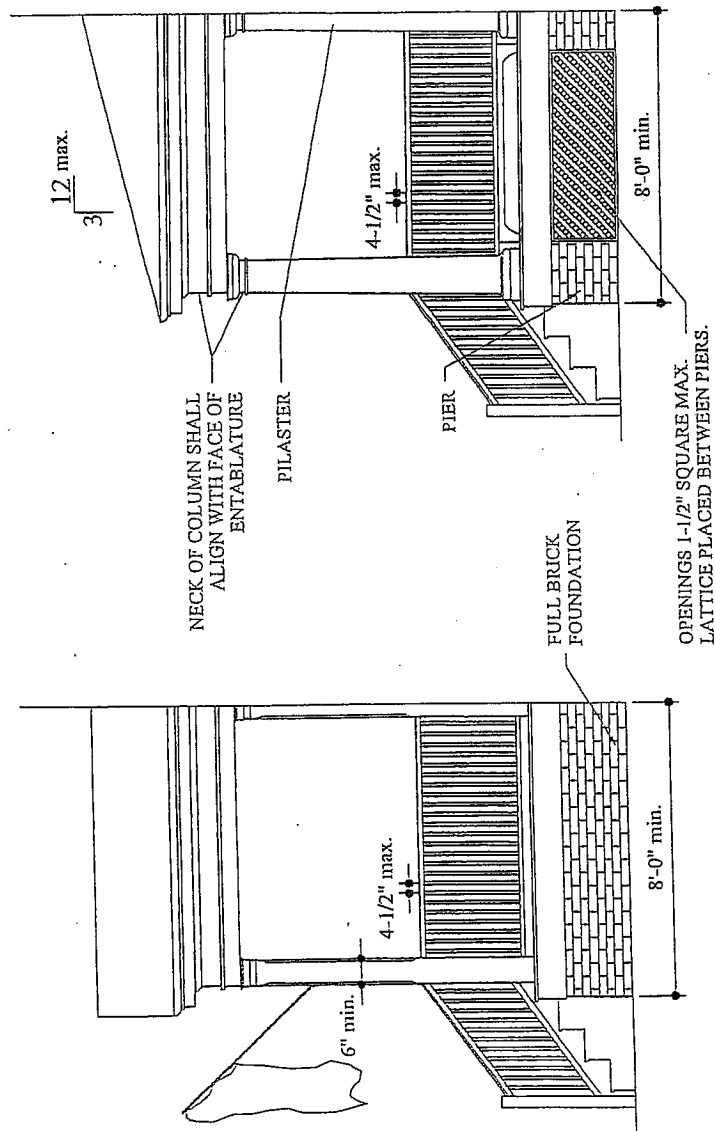


Figure 9

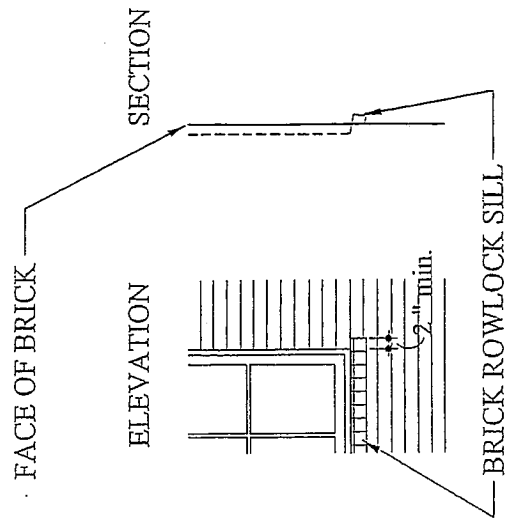


Figure 10

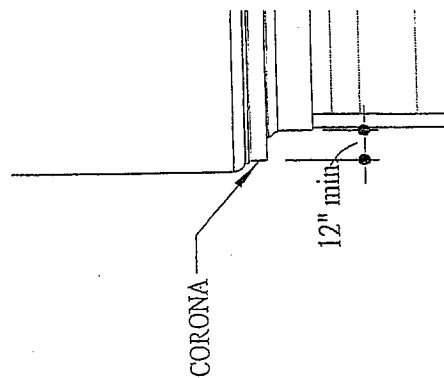


Figure 11

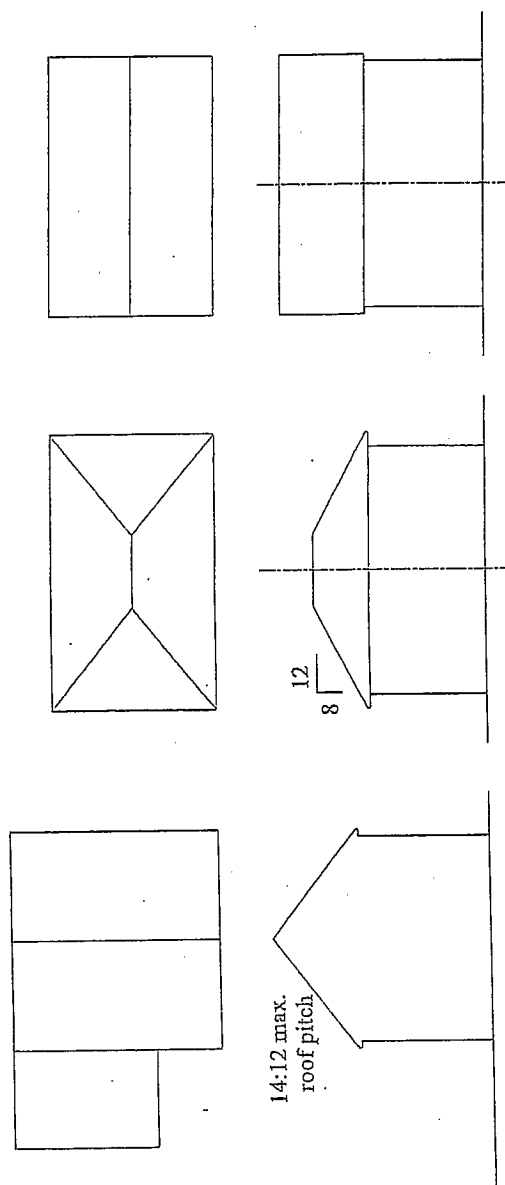


Figure 12

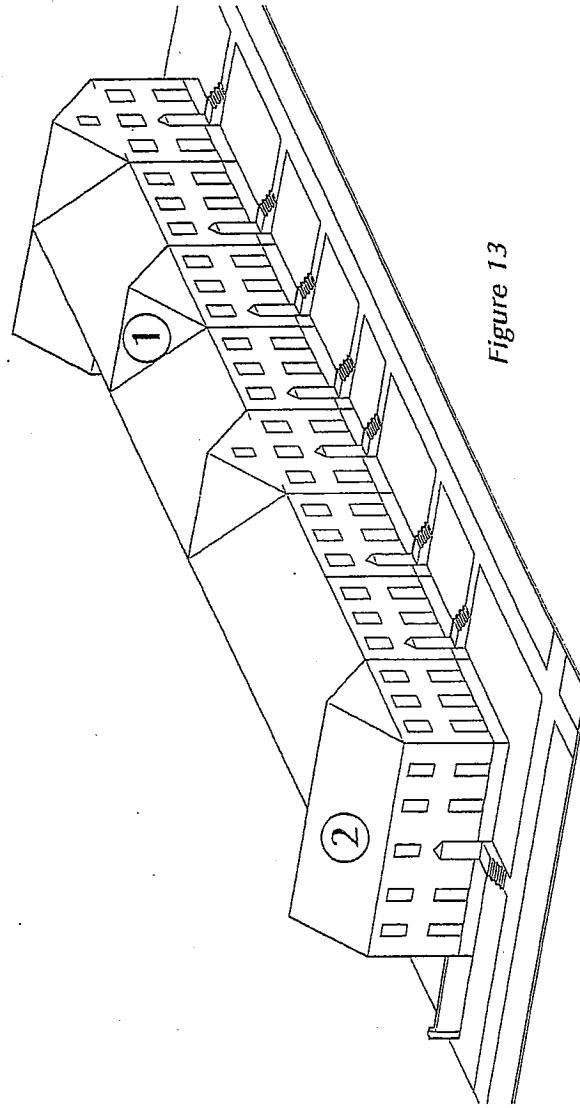


Figure 13

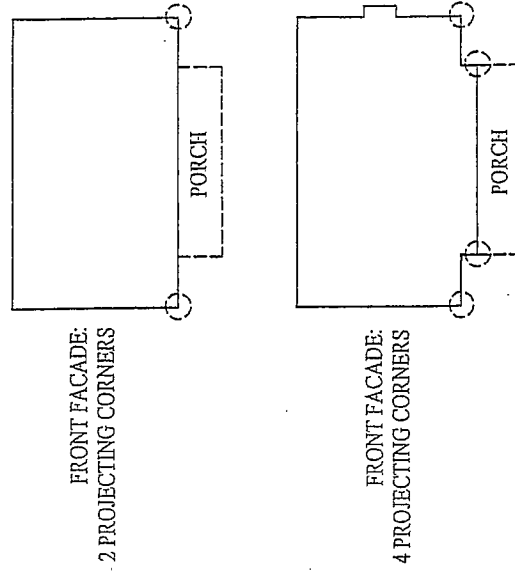


Figure 14

b346

0088

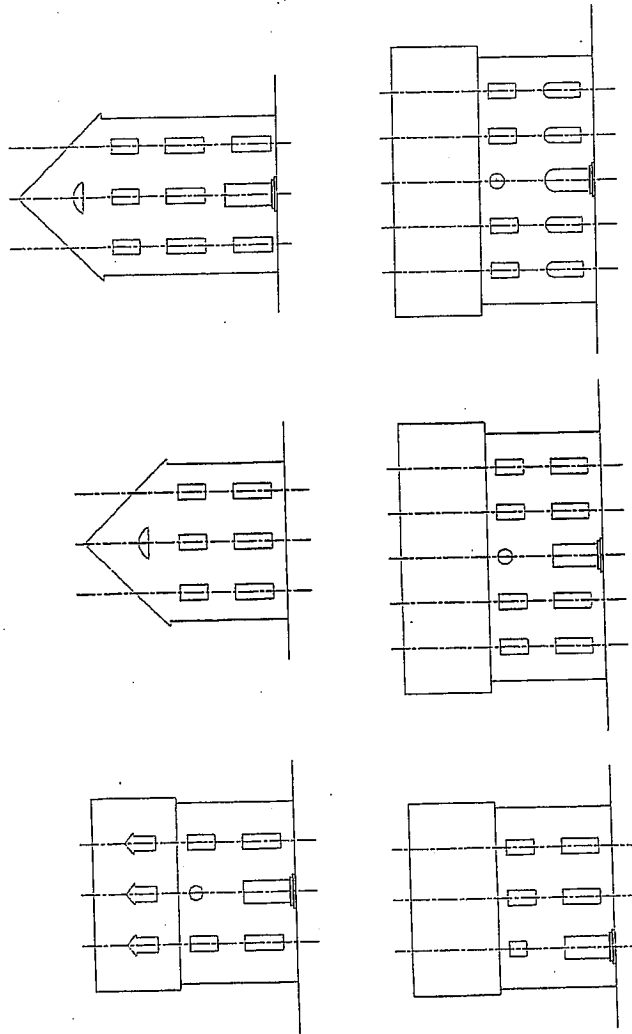


Figure 15

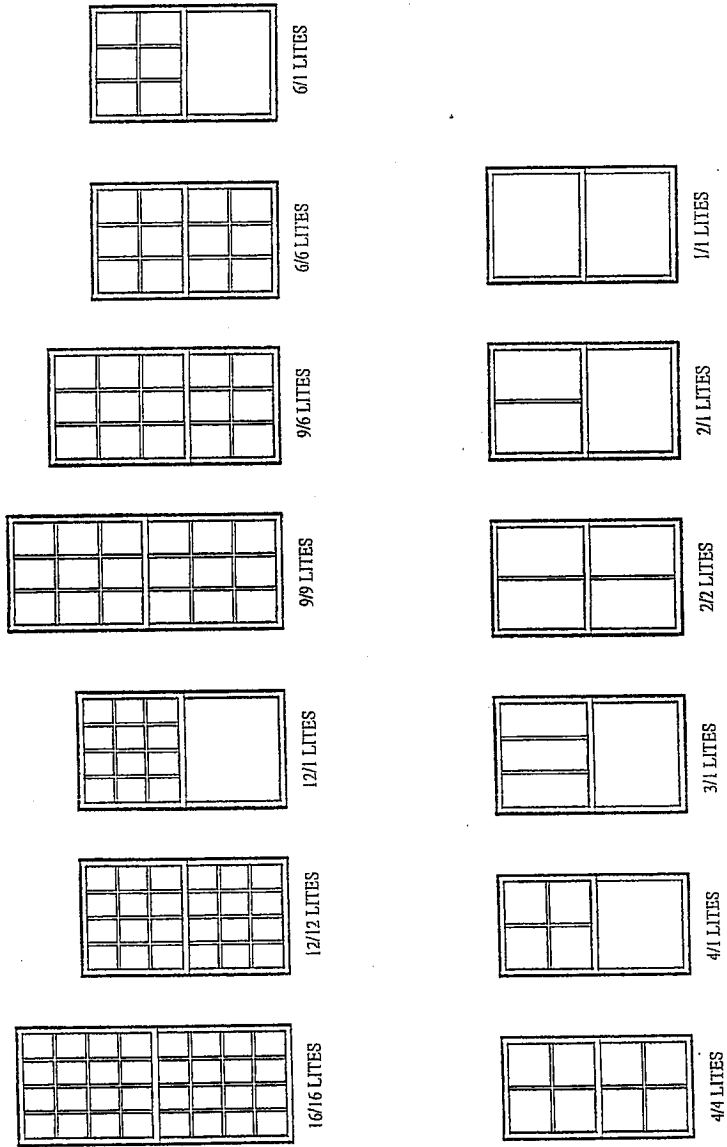


Figure 16

6346

0090

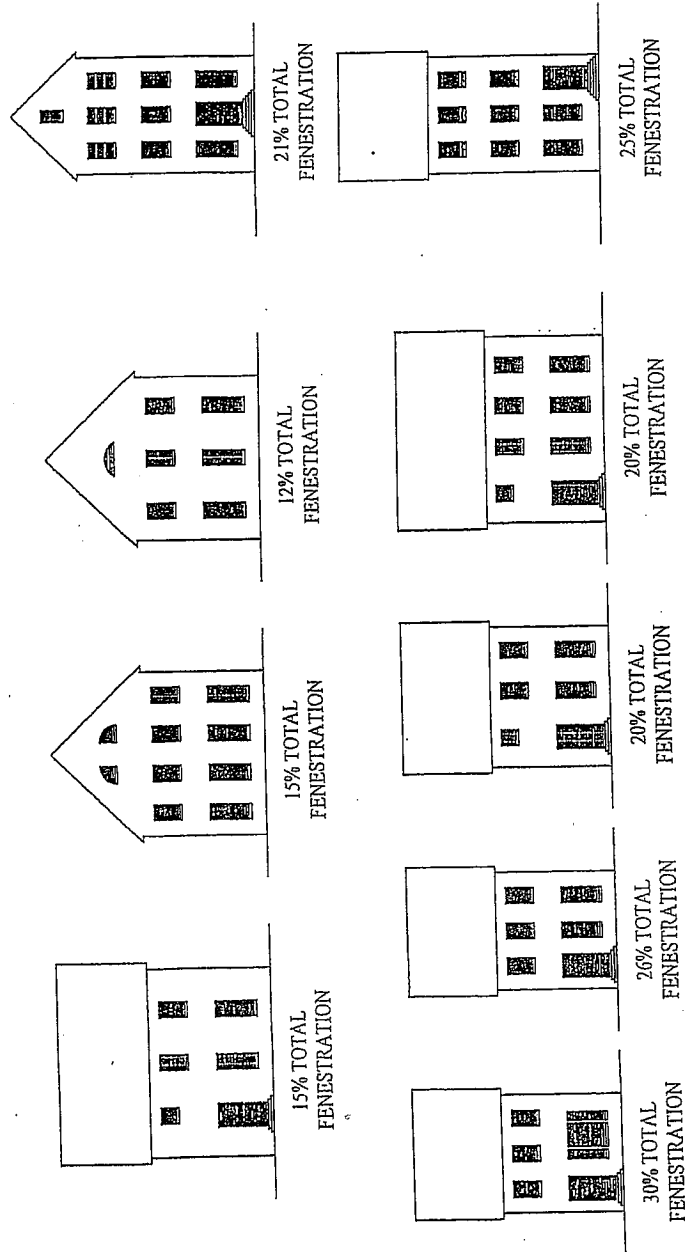


Figure 17

6346 0092

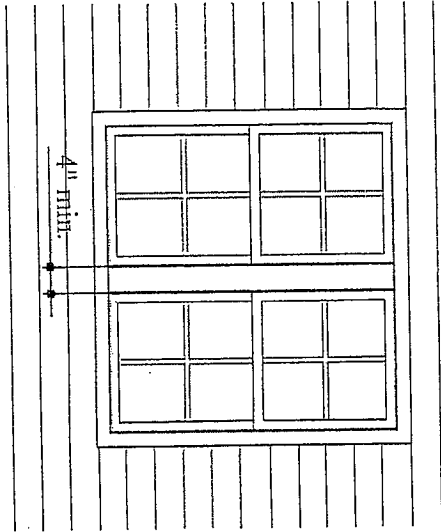


Figure 18

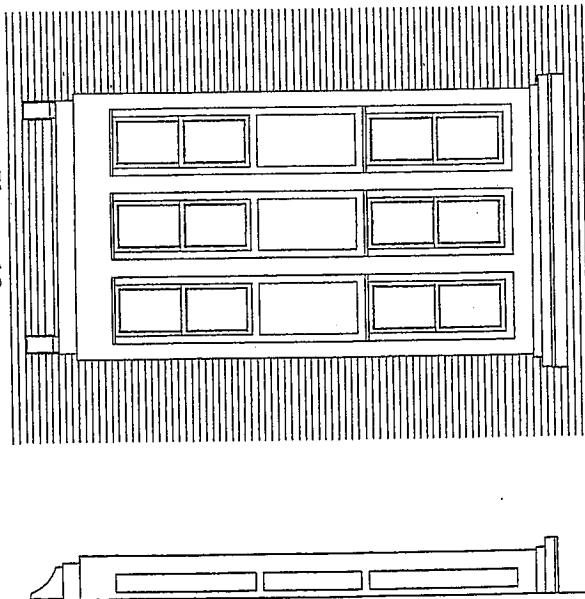
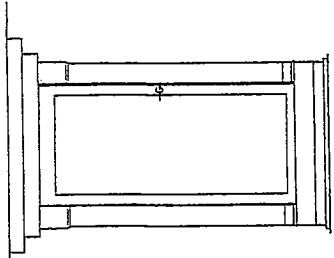


Figure 19

6346 0093

PREFERRED



PROHIBITED

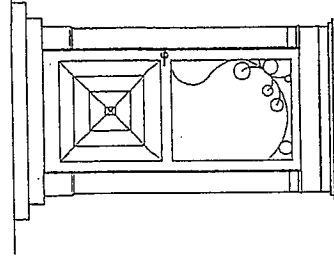


Figure 20

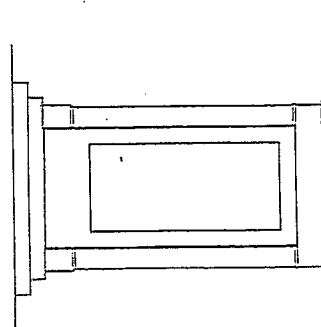
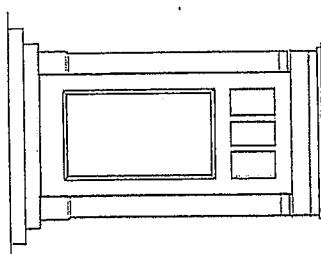
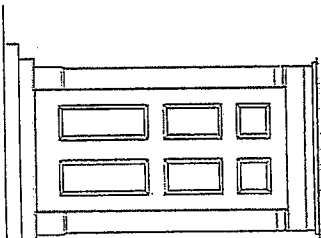
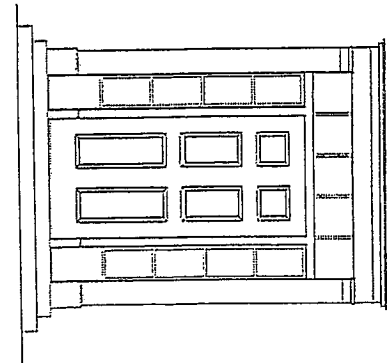
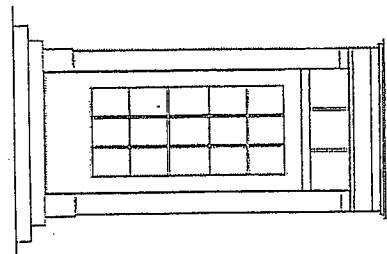
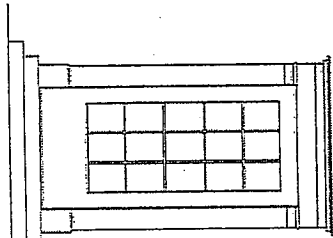


Figure 21

6346 0094

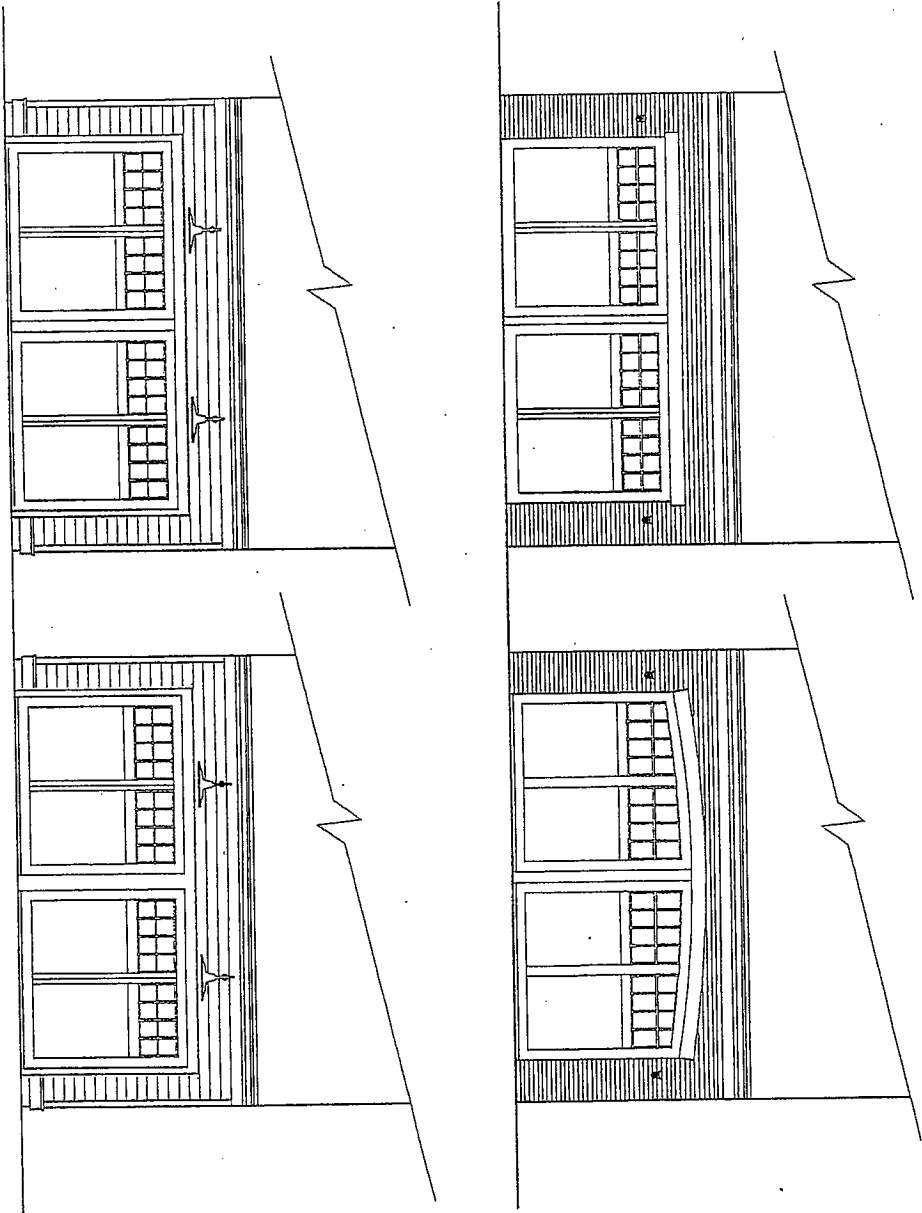
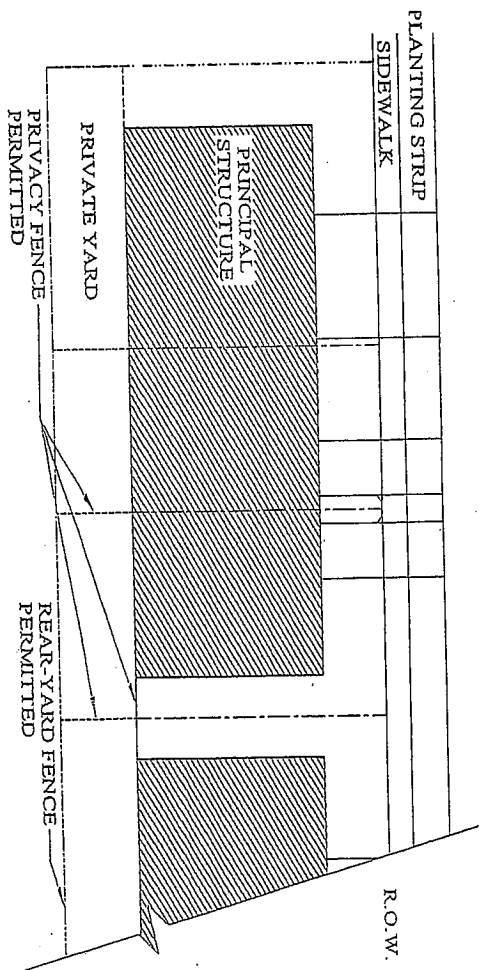
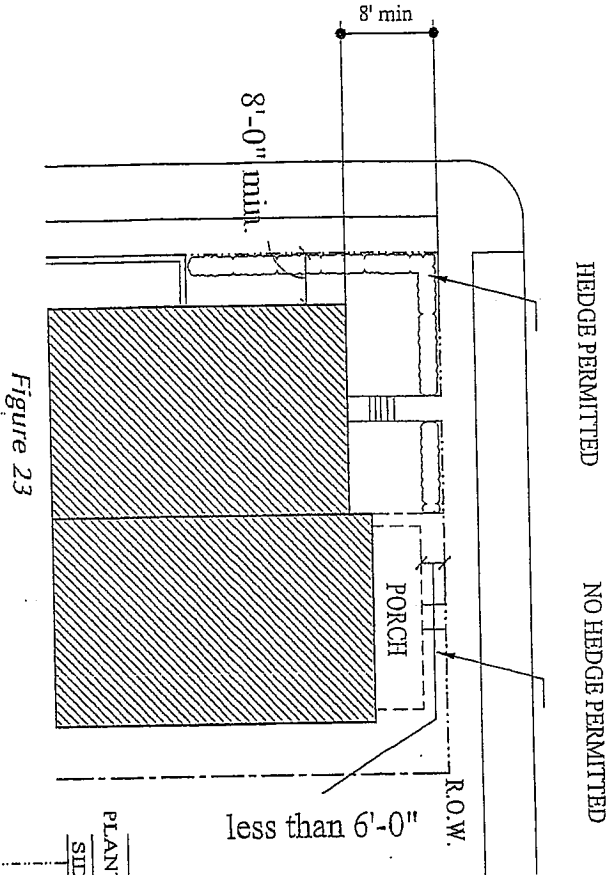


Figure 22

6346 0095



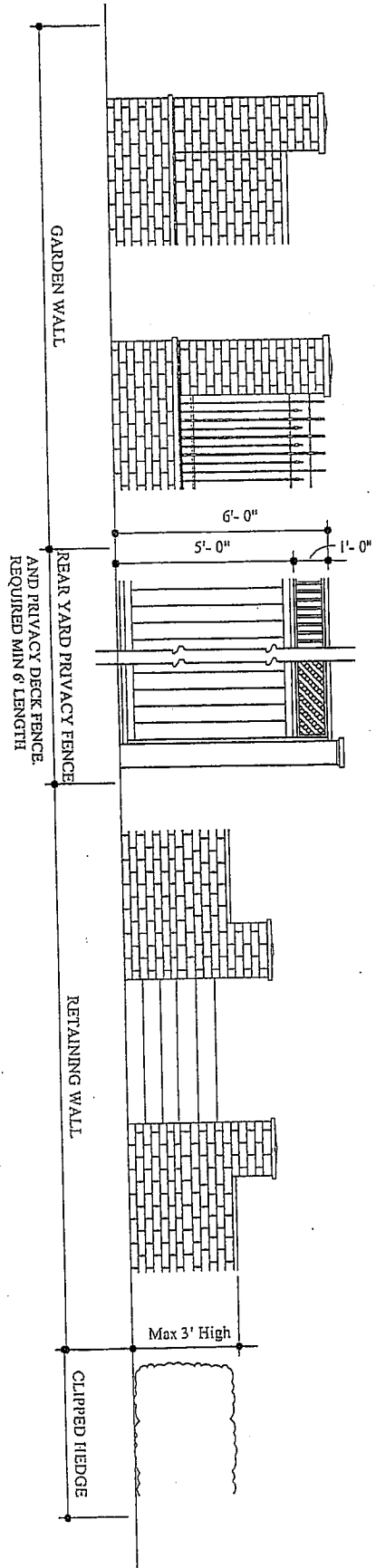


Figure 25

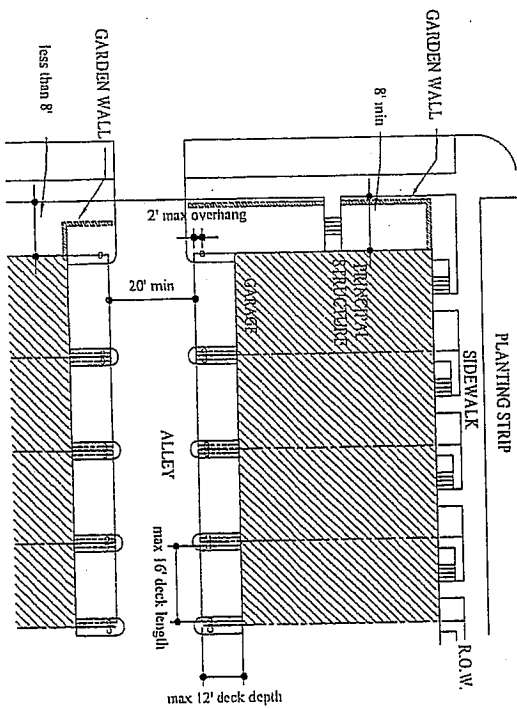


Figure 26

6346 0097

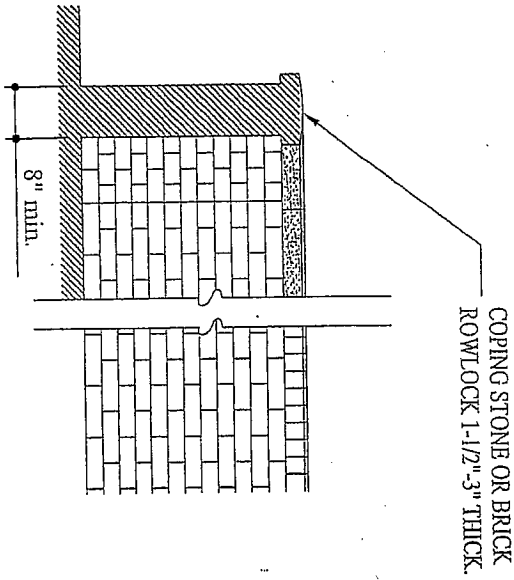


Figure 27

Copyrighted material

Raincliff

6346

0098

AFTER RECORDATION, PLEASE RETURN TO:

RACHEL M. HESS, ESQ.
WINEGRAD, HESS, FRIEDMAN & LEVITT, LLC
400 Redland Court, Suite 212
Owings Mills, Maryland 21117

MT

[Handwritten signature]

CLERK OF THE COURT
CARROLL COUNTY

2010 OCT 26 AM 10:18

TYPED SURE 28.00
RECORDING FEE 75.00
TOTAL 103.00
REF # 0001
DMS DMB
Rcpt # 53042
DLX # 2569
Oct 26, 2010 10:20 am