

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FISHING CREEK FARM

THIS DECLARATION, made on the date hereinafter set forth by Fishing Creek Farm Associates, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Second Assessment District, County of Anne Arundel, State of Maryland, which is more particularly described as shown on Exhibit A attached hereto; and

WHEREAS, the Declarant desires to create on the said property an exclusive residential community named "FISHING CREEK FARM" with permanent open spaces, recreational areas and related facilities for the benefit of the said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all residents of Fishing Creek Farm; and

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and community facilities within Fishing Creek Farm and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of said recreation areas, open spaces, walkways and other community facilities; and, to this end, desire to subject the real property described in Exhibit A to the covenants,

conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Fishing Creek Farm and to insure the residents' enjoyment of the specific rights, privileges and easements in the community properties, facilities, and services to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Maryland, as a non-profit corporation, The Fishing Creek Farm Homeowners Association, Inc. for the purpose of exercising the functions aforesaid within Fishing Creek Farm;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Fishing Creek Farm Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, and shall include all open space, recreation area and other areas dedicated on the subdivision plats of Fishing Creek Farm for common use and access. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as shown on Exhibit B attached hereto.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Fishing Creek Farm Associates, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

(d) the right of the Association to adopt reasonable rules respecting the use of common areas and community facilities and to reasonably limit the number of guests of members using any of the facilities which are developed on the Properties;

(e) the right of the Association in accordance with its Articles of Incorporation and By-laws, and with the consent of a majority of each class of the then members of the Association voting separately, to borrow money for the purpose of improving the common areas and community facilities in a manner designed to promote the enjoyment and welfare of the members and in aid thereof to mortgage any of the common areas and community facilities;

(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 licenses, rights of way or easements shall be unreasonably or permanently inconsistent with the rights of the members to the use and enjoyment of the common areas and community facilities.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his

tenants, or contract purchasers who reside on the property, and guests, all such delegation subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote from each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the

Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1997.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments* The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common

Area. Such purposes shall include but not be limited to the following:

(a) the cost of all operating expenses of the common areas and community facilities and the services furnished to or in connection with the common areas and community facilities, including charges by the Association for any services furnished by it; and

(b) the cost of necessary management and administration of the common areas and community facilities, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against the common areas and community facilities; and

(d) the cost of liability insurance on the common areas and community facilities and the cost of such other insurance as the Association may effect with respect to the common areas; and

(e) the cost of utilities and other services which may be provided by the Association, whether for the common areas and community facilities or for the lots, or both; and

(f) the cost of maintaining, replacing, repairing, and landscaping the common areas, including private roads, together with the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) the cost of periodic grass-cutting and mowing on readily accessible areas of front and rear yards upon the lots

and the cost of such other grounds and landscape maintenance upon the lots as the Board of Directors shall determine to be necessary and proper, all in accordance with a schedule determined by the Board of Directors; provided, however, that nothing in this subparagraph (g) shall be deemed to obligate the Association to perform any maintenance upon the lots; and (h) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements.

Section 3. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the common areas and community facilities by the allocation and payment monthly 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 any State or 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. The reserve for replacements of the common areas and community facilities may be expended only for the purpose of affecting the replacement of the common areas and community facilities, major repairs to any sidewalks, parking areas, streets, or roadways developed as a part of The Property, equipment replacement, and for start-up expenses and operating contingencies of a non-

recurring nature relating to the common areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the lot to which it appertains and shall be deemed to be transferred with such lot.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot .to an Owner, the maximum annual assessment shall be five hundred dollars (\$500.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by not more than 10% above the maximum assessment for the previous year by the Board of Directors without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of fifty-one percent (51%) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots

and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 percent per annum, and shall together with such interest thereon and cost of collection thereof as provided below, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, the Owner's heirs, devisees, personal representatives successors and

assigns. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

If the assessment is not paid within thirty (30) days after the due date as set forth above, the Association may institute legal action to collect such assessment as aforesaid, and there shall be added to the amount of such assessment in addition to the interest specified above, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the cost of the action.

In addition to the aforesaid, the Board may charge a reasonable late payment fee on all delinquent assessment accounts.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from

the lien thereof. The term "mortgage" shall include a deed or deeds of trust.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Review of Committee. No building, fence, wall or other structure shall be commenced, erected or maintained within the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant or its assigns. Such right of review and approval may be assigned by the Declarant to the Board of Directors of the Association who may in turn assign such functions to an Architectural Control Committee composed of three (3) or more persons appointed by the Board. In the event said Declarant, Board, or its designated Committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Design approval hereunder shall in no way be construed as passing judgment or making a determination with respect to the correctness of the location, structural design, suitability of water flow or

drainage, location of utilities or other qualities of the item being reviewed. The Association shall have the right to charge a reasonable fee for reviewing each application in an amount not to exceed \$100.00. Provided that nothing herein contained shall apply, to any buildings, fences, walls or other structures commenced, erected, maintained or to be erected upon land within the Properties as long as title to such land is held by the Declarant. Any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost.

Section 2. Use Restrictions and Owner Responsibilities.

1. Whenever used herein, the words "Architectural Control Committee" or the abbreviation "ACC" shall mean and include the appropriate body acting under the provisions of Article V, Section 1 of these Covenants, Conditions and Restrictions applicable to Fishing Creek Farm.

2. This Declaration of Covenants, Conditions and Restrictions in Article V, Section 1, provides generally that no building, fence, wall or other structure, nor any exterior addition to or change or alteration therein shall be made until the same is approved by the ACC. In furtherance of the purpose of such provisions, and subject to the same procedures for review and approval as therein set forth, the ACC shall have the right to control absolutely the precise site and location of any

building, fence, wall or other structure or other exterior improvement of any kind on any Private Lot within the Properties. Further, no topographic or vegetative characteristics of a Private Lot shall be altered by addition, removal, excavation or other means without the prior written approval of the ACC.

3. All Private Lots shall be used exclusively for residential purposes and no more than one family (including its employees and transient guests) shall occupy any such lot.

a. A portion of a dwelling used for office purposes by not more than one member of any recognized profession, including but not limited to doctors, dentists, lawyers, engineers, realtors and accountants, shall be considered a residential use provided the professional lives in the dwelling as Owner or principal tenant and no more than one (1) non-professional employee works on the premises under the supervision of the professional, and provided further that such use does not generate excessive customer or client traffic to and from the premises as may be determined by the Board of Directors of the Association.

b. No accessory building can be constructed on any Private Lot prior to the construction of the main building.

c. A guest house will be considered an accessory building but cannot be rented or leased except as part of the entire premises.

d. Neither the Declarant nor any other

builder/developer acquiring a Lot from the Declarant may use a house constructed on such Lot as a sales mode. This restriction shall not apply to such Lots whose front yard faces Thomas Point Road.

e. No fence or other similar structure shall be permitted in any front yard, and fences shall be precluded entirely in waterfront lots. "Fence" shall include any free standing structure composed of wood, wire, plastic or other material, including a trellis or similar structure, designed or configured to provide a visual barrier within or around any lot. The location, type, color, height and texture of all fences shall be subject to the review and approval of the ACC. This section shall not preclude a fence surrounding a built in swimming pool provided approval is obtained from the ACC. No chain link fence shall be permitted in any lot except around a swimming pool and then only with proper screening approved by the ACC.

f. The "limits of disturbance" indicated on the final subdivision plats of Fishing Creek Farm are binding on the Declarant, the Association and all lot owners and their respective agents. This means that no "clearing" may occur outside the limits of disturbance. "Clearing" includes removal or destruction of natural or existing trees, brush, vines, grasses, shrubs and other plant materials.

4. Each Owner of a Private Lot within the Properties covenants and agrees to be responsible for the suitable

appearance of said lot by cutting grass, weeds and brush and by removing trash and rubbish therefrom at all reasonable times and to maintain the same in good condition and repair and in a manner that does not decrease the beauty, value, health or safety of the community as a whole or specific areas within the community. Should any such Owner fail to maintain the appearance of a Private Lot in accordance with the aforesaid criteria and as determined solely by the Board of Directors of the Association, the said corporation is hereby and herewith granted the right and privilege to enter upon such property for the purpose of maintaining the suitable appearance of any improved or unimproved Private Lot, the cost of which is to be borne by the Owner or Owners thereof pursuant to the same procedures and conditions set forth within Article VI, Section 1 of this Declaration of Covenants, Conditions and Restrictions.

5. Whenever the Declarant, Board of Directors of the Association, or their duly authorized agents, officers and employees are permitted by these Covenants or other applicable Covenants, Articles, By-laws, Rules or Regulations of Fishing Creek Farm to correct, repair, clean, preserve, clear out or take any action whatever on the property of any Private Lot, the performance of same or the taking of any such action shall not be deemed a trespass or considered to be a violation of any law whatever or to constitute a wrongful act of any kind.

6. No noxious or offensive activity shall be permitted on any Private Lot, nor shall anything be done thereon which would

cause embarrassment, discomfort, annoyance or a nuisance to the Owners of neighboring properties or to the community generally. There shall not be maintained on a Private Lot any plants or animals or device or thing of any kind the normal activities or existence of which is in any way noxious, offensive, dangerous, unsightly, unpleasant or of a nature that would diminish or destroy the enjoyment of other property in the community by the Owners thereof.

7. No animals, livestock or poultry of any kind shall be kept or maintained within the Properties except that not more than two (2) dogs, cats or other household pets may be kept or maintained on the property of a Private Lot, provided they are not kept or maintained for a commercial purpose, and provided further that all animals must be secured by leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside of a house, dwelling or enclosed area used for their maintenance and confinement.

8. No signs of any nature shall be erected or maintained on any Private Lot, except:

- a. Signs required by legal proceedings.
- b. Residential identification signs, including professional identification, having a combined total face area of not more than two (2) square feet and subject to written approval by the ACC as to location, size, color, material and content.

c. Community or street identification signs which may be located on private property.

d. Signs erected by the Declarant in connection with the development or marketing program of the community.

e. Signs erected by builders and contractors on lots in the community provided said signs are approved by the Declarant or the ACC.

This paragraph is intended to specifically preclude signs on the property or on any lot within the property indicating that such property is "for sale", "for rent" or "sold".

9. No structure of any temporary character and no tent, trailer, mobile home, shack or other outbuilding, except as provided herein, shall be placed or permitted to remain on any Private Lot or Community Property at any time, except that temporary construction shelters may be erected and maintained during and used exclusively for construction of any approved work or improvement and such temporary shelters shall not in any event be used for living quarters and shall be removed from the premises promptly upon completion of the approved work or improvement.

10. No boats, boat trailers, campers, recreational vehicles, commercial vehicles, trucks, horse trailers or utility trailers and similar vehicles may be maintained on a Private Lot unless kept within a garage.

11. No automobile or vehicle of any kind and no boat, or trailer of any kind shall be constructed, restored or repaired

upon any Private Lot in such a manner that said construction, restoration or repair is visible from the road or neighboring properties.

12. Each residence shall contain an appropriately screened or fenced service yard or yards enclosing all above ground garbage and trash containers, incinerators, fuel tanks, mechanical swimming pool equipment, utility meters, air conditioning equipment, clotheslines and other similar outdoor maintenance, storage and service facilities in order to conceal them from view from the road and neighboring properties. Garbage and trash containers and fuel tanks may be located outside service yards but only if located underground. The placement of all of the aforesaid items, whether located above or below ground, shall require the approval of the ACC.

13. The maintenance of accumulated waste plant material on a Private Lot is prohibited except as part of an established compost pile which shall be maintained in such a manner as not to be visible from the road and neighboring properties and not closer than fifty (50) feet from the neighboring residence or an established outdoor living area of an existing or future residence.

14. Each residence shall include a two (2) car garage (either attached or detached, having a minimum floor area of four hundred forty (440) square feet, with a minimum dimension of 20 feet by 22 feet. Lots numbered 102 and 107 only may have a garage of 20 feet by 20 feet (minimum size). Any additional

on-site parking area, designed principally for the occupants of the dwelling, shall be appropriately screened from public view.

15. All principal residences shall contain not less than two thousand (2000) square feet of "enclosed dwelling area." A two story residence shall contain at least two thousand five hundred (2500) square feet of enclosed dwelling area. The term "enclosed dwelling area" shall not include garages, guest houses, boat sheds, terraces, decks, open porches and like areas but shall include screened porches, if the roof of any such porch forms an integral part of the roof line of the principal dwelling structure. This square footage requirement shall not apply to Lot 28 and the existing house located thereon.

16. All improvements shall be constructed in accordance with applicable building lines, setback and height provisions set forth in the Zoning Ordinance of Anne Arundel County, Maryland, except where more stringent requirements are imposed by the recorded subdivision plat, the deed of conveyance for a particular lot or the ACC.

17. Erection of exterior antennae of any type shall be subject to prior review and written approval of the ACC. No satellite reception dish or antenna shall be permitted.

18. The exterior of all residences and other structures on a Private Lot must be completed within one (1) year after construction has commenced, and such construction shall proceed and be continuous without delay, except where such completion is impossible or would result in great hardship to the Owner or the

builder due to strikes, fire, national emergency or natural calamities. No residence can be temporarily or permanently occupied until the exterior thereof has been fully completed. During the construction period, the Owner of the Private Lot shall require the builder to maintain the lot in a reasonably clean and uncluttered condition and to take necessary action to control any erosion of or from disturbed site areas. Cessation of work on any structure once started, and prior to completion, for a period of sixty (60) days shall be prima facie evidence of an attempt to abandon the same in its partially completed state, and the same shall be deemed to be both a public and private nuisance.

19. Should any residence or structure on any Private Lot be destroyed in whole or in part, it must be reconstructed or the debris therefrom removed from the site and the property restored to a neat and sightly condition within six (6) months, or the same shall be deemed to be both a public and private nuisance.

20. No Private Lot shall be resubdivided or its boundaries changed without the prior written consent of the Declarant, or the Association, their successors and assigns. In no case, however, shall a resubdivision or division of a Private Lot between two Owners result in a diminution of the number of assessable lots subject to assessments or charges under these Covenants. The assessments and charges otherwise due from such subdivided or divided lot shall be fully due and owing from the

resultant Owners thereof as they among themselves may determine. In the absence of such an agreement, assessments and charges shall be levied on a pro-rata basis in direct proportion to the applicable percentage of lot ownership held by a resultant Owner and failure to pay such assessments and charges shall constitute a lien on said property as is elsewhere provided in this Declaration of Covenants. The foregoing provisions shall not apply to unsold lots held by Declarant prior to the first sale or conveyance thereof.

21. The Fishing Creek Farm Homeowners Association, Inc., or its duly authorized agents, officers and employees shall have the right at any time without any liability to the Owner for trespass or otherwise, to enter onto or upon Private Lots for the purpose of maintaining, removing, restoring or otherwise enforcing without any limitation all of the restrictions set forth in these Covenants. No such action will be taken until the Owner(s) of the Private Lot(s) involved is first given written notice and an opportunity to take corrective action within a reasonable time to be specified in such notice. Any costs incurred by the corporation directly attributable to taking necessary corrective actions shall be the sole personal responsibility of the property Owner and shall also become a lien against the property until satisfied.

22. No powered or trailed vehicle shall be parked or stored overnight or longer on any street within the Properties. Ample off street parking shall be provided for all vehicles

belonging to owners or tenants residing in any residence.

23. The driveways serving Lots 1, 10, 29 and 97 shall originate (derive public road access) from Hidden River View Road.

24. The minimum front yard setback (building restriction line) shall measure at least fifty (50) feet from Cherry Tree Lane for Lots 98, 99, 100 and 101.

25. The following additional restrictions shall apply to all residential structures constructed on the Property:

a. No "modular" or other similar type of preconstructed structures shall be permitted.

b. The exterior of all residential structures shall be wood, brick or stone or a combination thereof. No aluminum siding, vinyl siding or "T III" siding shall be permitted.

c. The roof of all residential structures shall be cedar shake or "upgraded" (300 lb. or greater) architectural grade asphalt shingles. The roof pitch shall be at least 6/12, unless waived by the ACC for "saltbox" type home designs.

d. No concrete block or parging shall be exposed to the exterior of any finished residential structure. The painting of exposed parging shall not be an acceptable exterior cover treatment.

e. Driveways shall be constructed of concrete, asphalt, brick, cobblestone or other hard surface

material approved by the ACC.

26. Swimming pools are permitted only if constructed below ground level and then only after the pool and all appurtenant structures are approved by the ACC. Upon request made to the ACC, the ACC may waive this provision for low lying lots where such in ground construction is not feasible and the proposed construction is appropriately landscaped to screen such pool structure.

27. No grass clippings, organic debris, trash or other refuse may be disposed of by dumping in or on any open space or wetlands area.

28. No fill material may be used to create the required "lowest floor elevation" necessary to comply with Federal Hurricane Tide Elevation building requirements.

29. Discharge of firearms is prohibited within the properties now or hereafter comprising "Fishing Creek Farm."

30. No riparian lot owner in "Fishing Creek Farm" may erect a private pier serving such lot. All waterfront access for boating, fishing and related activities shall be by the use of "common access" piers and related facilities owned and operated by the Association on community property for the benefit of the members.

31. Each lot in Fishing Creek Farm shall be improved by an entrance driveway built to Anne Arundel County standards. Each purchaser of a lot, or such purchaser's builder/developer shall secure the construction of such entrance driveway by a bond,

letter of credit or cash in an amount established by the County or the Declarant, which security shall be posted with the Declarant prior to the initiation of construction on such lot.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. Assessment of Cost. In the event the Board of Directors or the ACC shall determine that exterior maintenance of any lot shall become necessary the cost of such exterior maintenance shall be assessed against the Private Lot upon which such maintenance is done and shall be added to and become part of the annual assessment or charge to which such Private Lot is subject under Article IV hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article IV hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot hereof, may add thereto the estimated cost of the exterior maintenance for the year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof. Provided further, however, that the assessments or charges provided for hereunder shall not be considered for computation purposes as part of the maximum annual assessments under said Article IV.

Section 2. Access at Reasonable Hours, For the purpose solely of performing the exterior maintenance authorized by this

Article/ the Association, through its duly authorized agents or employees/ shall have the right/ after reasonable notice to the Owner, to enter upon any Private Lot at reasonable hours on any day except Sunday.

Section 3. Easement for Access by the Association. The Association shall have an irrevocable right and an easement to enter upon any lot for the purpose of providing such grounds and landscape maintenance upon the lot as may be deemed necessary and proper to maintain the aesthetic appearance and safety of the community. Except in cases involving manifest danger to public safety or to other property/ the Board of Directors of the Association shall make reasonable effort to give notice to the owner of any lot to be entered for the purpose of such maintenance. No entry by the Association for the purposes specified in this Declaration shall be considered a trespass.

ARTICLE VII

ENVIRONMENTAL PROTECTION

The "final plats of subdivision" of Fishing Creek Farm contain specific, graphic depictions of the lines for buffer areas established to protect tidal wetlands and non-tidal wetlands. These plats also contain specific limits on the maximum allowable area of disturbance to each of the lots in Fishing Creek Farm. The final recorded subdivision plats of Fishing Creek Farm are intended by the Declarant to be included within the terms of this Declaration by reference as if fully

set forth herein, and the building and development restrictions set forth on the said plats are intended to be observed and enforced in the same manner and by the same parties as if contained in this Declaration. The buffer areas established for tidal and non-tidal wetlands are not to be cleared or disturbed in any way, and are intended to remain in their state of natural vegetation in order to provide continued preservation of existing wildlife habitat. No trees shall be removed from such buffer areas unless diseased or damaged by lightning or other natural occurrences. The maximum area of disturbance specified for each lot is intended to create a maximum building envelope for each lot which will govern the maximum amount of such lot which may be cleared, graded and/or occupied with structures (principal structures and accessory structures, including pools, patios and other improvements). None of the restrictions noted on the final subdivision plats or in this Declaration shall be construed to restrict the planting of additional trees, shrubs, flowers or other vegetation on the lot, including any portion of such lot within a specified buffer area.

The open space areas depicted on Plats Three and Four of "Fishing Creek Farm" adjacent to Fishing Creek Open Space Parcels "H" and "I" are limited to passive recreational uses. Accordingly, the use of vehicles within these open space areas is prohibited. The area of each lot outside the "maximum disturbed area" envelope is to be left undisturbed. No marina

or boat docking uses are permitted on either of these open space parcels. These restrictions shall not preclude a fishing or crabbing pier into the waters of Fishing Creek for use by the members of the Association.

Reserve Parcel "B" on Plat Five of "Fishing Creek Farm" is within the required buffer areas protecting the shoreline and tidal wetlands, and is to remain undisturbed.

The "Recreational Area B" shown on Plat Nine of "Fishing Creek Farm" is to be used for passive recreational uses only, and not developed for active recreational uses or facilities. It is the intent of the Declarant that this Recreational Area be preserved and protected in its natural state to the extent possible and practical while still providing the improvements and facilities necessary for the common use of the property by the members. Such facilities shall include walking trails and pathways, observation decks and areas and other facilities providing pedestrian (non-vehicular) access to such areas. Recreation Area "A" shown on Plat 8 of Fishing Creek Farm may be used and developed by the Association as the site of a community pier. Any such development will be subject to all use and development restrictions herein, all County, State and Federal regulations then in effect* including those regulations applicable to community-pier special exceptions contained in the Zoning Regulations of Anne Arundel County.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the "Fishing Creek Farm Homeowners Association, Inc." (the "Association"), or any Lot owner shall have the right to enforce by any proceeding at law or in equity, including administrative remedies, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the subdivision plats and other recorded documentation governing the development of "Fishing Creek Farm." These covenants, conditions and restrictions and the final plats of subdivision of "Fishing Creek Farm" contain numerous and extensive provisions and restrictions required under the State and County "Critical Areas" statutes. The provisions hereof and on the final subdivision plats which are embodied in the said statutes and other County ordinances are enforceable by Anne Arundel County through its enforcement procedures. Failure by the Declarant, the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of

twenty (20) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-six and two-thirds percent (66 2/3%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 6. Assignability. The Declarant, their heirs, legal representatives and successors, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of their right, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

Section 7. Consent of Trustees. The Declarant is obligated under certain financial obligations secured by all or

portions of the Property under that Deed of Trust dated _____
and recorded in the Land Records of Anne Arundel County in Liber _____
_____ folio _____. The Trustees under that Deed of Trust, on
behalf of the Beneficiary thereof, have executed this Declaration of
Covenants, Conditions and Restrictions for the purpose of indicating their
consent thereto.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has
hereunto set its hand and seal this _____ day of _____, 1988.

ATTEST:

Declarant
BY: _____

WITNESS:

Trustee

Trustee

COUNTY OF ANNE ARUNDEL,
STATE OF MARYLAND, to wit:

I hereby certify that on this _____ day of _____, 1988, before me, a Notary Public for the State and County aforesaid, personally appeared Mr. Mark Vogel, who acknowledged himself to be the President of the Mark Vogel Companies and authorized to sign this Declaration of Covenants, Conditions and Restrictions, and that he has signed such document for the purposes therein contained.

Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, to wit:

I hereby certify that on this _____ day of _____ 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself to be the Trustee for the Beneficiary, Second National Building and Loan, Inc. which holds a security interest in the property by virtue of that Deed of Trust referred to above and that he has signed such document for the purposes therein contained by signing his name as the Trustee and delivering the same as such.

WITNESS my hand and notarial seal the day and year first above written.

Notary Public

My commission expires: July 1, 1990

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, to wit:

I hereby certify that on this _____ day of _____, 1988 before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared _____ who acknowledged himself to be the Trustee for the Beneficiary, Second National Building and Loan, Inc. which holds a security interest in the property by virtue of that Deed of Trust referred to above and that he has signed such document for the purposes therein contained by signing his name as the Trustee and delivering the same as such.

WITNESS my hand and notarial seal the day and year first above written.

Notary Public

My Commission expires: July 1, 1990

FCFCOVRE.
CFD