

SUMMIT RIDGE COMMUNITY ASSOCIATION, INC.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS (this "Declaration") made this 19th day of JULY, 1996, by SUMMIT RIDGE LIMITED PARTNERSHIP, a Maryland limited partnership (the "Declarant").

RECITALS

A. Declarant is the owner of the real property described in Exhibit A to this Declaration, located in the Town of Mount Airy, Thirteenth Election District, Carroll County, Maryland, and desires to develop such property as a residential community of single-family detached homes.

B. The Declarant desires to reserve the right, but not the obligation, to subject additional land, together with the improvements thereon and the appurtenances thereto, to the lien operation and effect of this Declaration.

C. The property described in Exhibit A (except for Lots 1A and 2A) is subject to a Deed of Trust and Security Agreement dated September 13, 1995 (the "Deed of Trust"), given by the Declarant to Charles C. Holman and Scott C. Nicholson, Trustees (collectively, the "Trustees") for the benefit of The Columbia Bank (the "Lender"), and recorded among the Land Records of Carroll County, Maryland (the "Land Records") in Liber 1726 at folio 69. The Trustees and the Lender are joining in this Declaration for the sole purpose of subjecting and subordinating their interest in the Property to the lien, operation and effect of this Declaration.

F. Powers Homes at Summit Ridge, Inc. ("Powers Homes") and Mountbay, Inc. ("Mountbay"), are the owners, respectively, of Lots 1A and 2A, and are joining in this Declaration for the sole purpose of subjecting and subordinating their respective interests in such Lots to the lien, operation and effect of this Declaration.

G. Lot 1A is subject to a Deed of Trust and Security Agreement dated _____, 1996, given by Powers Homes to George Decker and Raymond Schlissler, Trustees (collectively, the "Powers Trustees") for the benefit of Provident Bank of Maryland (the "Powers Lender"), and recorded among the Land Records in Liber 1774 at folio 033 (the "Powers Deed of Trust"). Lot 2A is subject to a Deed of Trust and Security Agreement dated _____, 1996, given by Mountbay to John Bond and Charles Holman, Trustees (collectively, the "Mountbay Trustees") for the benefit of The Columbia Bank (the "Mountbay Lender"), and recorded among the Land Records in Liber 1770 at folio 30 (the "Mountbay Deed of Trust"). The foregoing parties are joining in this Declaration for the purpose of subjecting and subordinating their respective interests in Lot 1A and Lot 2A, to the lien, operation and effect of the Declaration.

NOW, THEREFORE, the Declarant does hereby declare that the property described in Exhibit A shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to and in accordance with the provisions of this Declaration, and the easements, restrictions and covenants

contained herein, all of which are for the purpose of protecting the value and desirability of the Property, and to insure a uniform plan of development for the Property, and which shall run with the title to the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

(a) "Association" means Summit Ridge Community Association, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Maryland for the purpose of exercising the powers and duties set forth herein, and its successors and assigns.

(b) "Builder" means each person or entity who acquires a Lot (defined below) from the Declarant or another Builder not to occupy the Lot as a residence, but in the ordinary course of its business, to construct a residential dwelling on the Lot and to sell or lease the dwelling to a third party who intends to occupy the dwelling as such person's residence, and including but not limited to Powers Homes and Mountbay.

(c) "Common Area" means all portions of the Property and the improvements thereon owned by the Association or by the Declarant for future conveyance to the Association, and which are intended to be devoted to the common use and enjoyment of the Owners (defined below) of the Lots, including any open spaces, storm water management facilities, entrance monuments or signs, street signs, fencing, landscape buffers, recreational facilities, forest conservation areas, and any other real property or improvements in which the Association acquires a right of use or easement for the benefit of the Association and its Members.

(d) "Declarant" means Summit Ridge Limited Partnership, and its successors or assigns, to whom such entity expressly conveys or transfers by a written instrument recorded among the Land Records any or all of its right, title and interest under this Declaration as "Declarant," or any amendment or modification hereof; provided, however, a trustee's deed in connection with a foreclosure sale conducted pursuant to the terms of the Deed of Trust, or a deed in lieu of foreclosure in connection with such instrument, is specifically intended to constitute such an instrument in writing and to transfer all of the Declarant's rights under this Declaration, unless the grantee of any such deed shall, in such deed, decline to accept the rights of the Declarant.

(e) "Lot" and/or "Lots" means any residential building lot now or hereafter shown on the Plats (defined below), together with all buildings and improvements thereon, but excluding the Common Area and any property dedicated or to be dedicated to the Town of Mount Airy or to Carroll County, Maryland, or any department or agency thereof.

(f) "Member or "Members" means those persons entitled to membership in the Association as provided in Article VI of this Declaration.

(g) "Mortgage" means any mortgage or deed of trust encumbering any Lot or any Common Area, and any other security interest existing by virtue of any other form of

security instrument or arrangement, provided that such instrument has been recorded among the Land Records.

(h) "Mortgagee" means the person secured by or the beneficiary or holder of a Mortgage. In the event any Mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans' Administration ("VA"), or any similar or successor agency, then as to such Mortgage, the term "Mortgagee" shall include the FHA, the VA, or such other agency, acting, respectively, through their duly authorized agents.

(i) "Owner" means the person or legal entity, or the combination thereof, including contract-sellers, holding the record title to a Lot. If more than one person or legal entity, or any combination thereof, holds the record title to any Lot, whether it is in a real property tenancy, or partnership relationship, or otherwise, all of the them, as a unit, shall be deemed a single Owner and shall be a single Member of the Association by virtue of their ownership of such Lot. The term "Owner," however, shall not mean any contract-purchaser, the Trustees, the Lender, the Powers Trustees, the Powers Lender, the Mountbay Trustees, the Mountbay Lender, or any Mortgagee of a Mortgage intended solely for the purpose of securing performance of an obligation or payment of debt.

(j) "Plats" means the subdivision plats for the Property entitled "Final Plat, Lots 1 thru 14 and Parcel 'A,' Section One, Summit Ridge, "Final Plat, Lots 15 thru 37, Section One, Summit Ridge," and "Amended Final Plat, Lots 1A and 2A, Section One, Summit Ridge," recorded among the Land Records in Plat Book 41, Pages 19, 20 and 35, respectively, and any plats recorded among the Land Records in substitution therefor or amendment thereof, and any plats hereafter recorded among the Land Records of any additional land that may hereafter expressly be made subject to this Declaration pursuant to the provisions of Article II hereof.

(k) "Property" means the land described in Exhibit A attached hereto as a part hereof and any additional land that may hereafter expressly be made subject to this Declaration pursuant to the provisions of Article II. The Property shall not include the property designated on the plats as "Future Open Space to be Dedicated to the Town of Mount Airy for Recreation," and such property shall not be subject to the provisions of this Declaration. The Declarant makes no representation or warranty whatsoever as to how the Future Open Space will be developed, used or improved (including without limitation whether lights will or will not be installed on the Future Open Space), as provided in that certain Annexation Agreement dated October 31, 1994 by and between the Town of Mount Airy, Leo W. Kraft and Elizabeth H. Kraft, and the Declarant (the "Annexation Agreement"). The Declarant shall have no liability or obligation whatsoever to any purchasers of lots within the Development with respect to the construction (or failure to construct) any public improvements, and the Lot Owners shall indemnify and hold harmless the Declarant from and against any such claim of liability.

(l) "Structure" means anything that constitutes a "structure" for purposes of the zoning ordinances of the Town of Mount Airy and/or Carroll County, Maryland, and, in addition, all improvements, structures and appurtenances, the placement of which upon any Lot or the improvements thereon may affect the appearance of the Lot or the exterior appearance of the improvements on the Lot including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, mailbox, greenhouse, bathhouse, gazebo, coop or cage, covered or uncovered patio, deck, awning, heating or air conditioning equipment, solar panels, swimming pool, outdoor play equipment, including

installation of a basketball hoop, clothesline, radio, television or other antenna or "dish," exterior lighting, fence, sign, curb, paving, wall, roadway, walkway, planting, landscaping where the trees or shrubbery are intended to grow to a height in excess of four (4) feet, or temporary or permanent living quarters, and any change or alteration of any previously approved Structure, including any change of exterior appearance, color or texture, and including the removal of existing trees. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other device which affects or alters the natural flow of surface waters or any waters in any natural or artificial stream, wash or drainage channel, from, upon or across the Property or any Lot; and (ii) any change in the grade of the Property or any Lot of more than six (6) inches from that existing at the time of conveyance of any Lot by the Declarant or a Builder to another Owner.

All other capitalized terms used in this Declaration and not otherwise defined in this Article I shall have the meanings given to them elsewhere in this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

1. EXISTING PROPERTY. The property described on Exhibit A is and shall be transferred, held, sold, conveyed and occupied subject to this Declaration.

2. ADDITIONS TO EXISTING PROPERTY.

(a) Description of Additional Land. The Declarant shall have the right, but not the obligation, without the consent of any Owner, for a period of seven (7) years from the date of this Declaration, to expand the Property from time to time by subjecting to the operation and effect of this Declaration, and thereby add to the Property, all or any portion of the land described on Exhibit B, together with the improvements thereon and appurtenances thereto.

(b) Supplemental Declaration. Any expansion shall be accomplished by filing a supplement to this Declaration in the Land Records which describes the property being annexed and which recites that the scheme of this Declaration shall extend to such property which shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Owners of Lots situated on the annexed property shall be subject to the same obligations and entitled to the same rights as the Owners of Lots in the Property. Any supplementary declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of such property, not inconsistent with the scheme of this Declaration.

(c) Other Additions. Upon approval in writing of the Association by two-thirds (2/3) of the votes of each class of Members of the Association, as provided in the articles of incorporation and/or bylaws of the Association, any person who desires to add additional property to the property subject to this Declaration may file of record a supplementary declaration as described in subsection (b) hereof.

3. EASEMENT RIGHTS. Any property added to the Property pursuant to the provisions of this Article shall, upon such addition, be subject to all of the easements reserved in this Declaration and such additional easements as may be set forth in the supplement to the Declaration or on the subdivision plats covering such property.

ARTICLE III
ARCHITECTURAL REVIEW COMMITTEE

1. ARCHITECTURAL REVIEW COMMITTEE.

(a) The Declarant shall appoint an Architectural Review Committee (the "Architectural Review Committee"), which shall have all the rights, powers and duties granted to it pursuant to this Declaration. In the absence of the appointment of an Architectural Review Committee, the Declarant shall have and shall exercise the rights, powers and duties of the members of the Architectural Review Committee.

(b) The Architectural Review Committee shall consist of not less than three (3) nor more than seven (7) persons or entities, which members shall be appointed from time to time by the Declarant, need not be Members of the Association, and may be replaced at any time for any reason with other individuals selected by the Declarant. The members of the Architectural Review Committee appointed from time to time by the Declarant shall serve until the last Lot to be annexed to the Property (which is presumed to be the 198th Lot) is conveyed to an Owner other than Declarant (who is not a Builder), and thereafter until his or her successor shall be duly appointed. At any time after the last Lot to be annexed to the Property is conveyed to an Owner other than the Declarant or a Builder, a majority of the Board of Directors of the Association shall have the power, by a duly executed instrument filed among the minutes of the Association, to appoint new members to the Architectural Review Committee. In the event of the death or resignation of any member of the Architectural Review Committee during the terms of the members appointed by the Declarant, the Declarant shall have the sole right to appoint a successor by designating the name and address of such successor in a document filed among the minutes of the Association. Declarant may relinquish to the Board of Directors of the Association its rights hereunder to designate any successor member of the Architectural Review Committee, in the sole discretion of Declarant. Each member of the Architectural Review Committee shall act without compensation for services performed pursuant to this Declaration.

(c) The Architectural Review Committee may adopt by majority vote rules and regulations establishing additional architectural, landscape architectural, signage and site design standards and administrative guidelines, with respect to the construction of any Structure or Alterations (defined below), subject, however, to the provisions of this Section 1.

2. ARCHITECTURAL REVIEW.

(a) Except as otherwise provided in this Declaration, no Structure shall be placed or constructed on any Lot nor shall any addition (including awnings and screens), change or alteration (including any change in exterior paint color and/or materials or other exterior appearance thereof, but excluding repainting or retreating with the same color or materials and seasonal decorations) (collectively, "Alterations"), be made to the exterior of any Structure and/or contour of any Lot, including driveway alterations, until plans and specifications, in duplicate, showing the nature, dimensions (including elevations and roof pitch or change in the grade of the Lot), material, color and location (including proposed front, rear and side setbacks), of the proposed Structure or Alterations, together with the proposed construction schedule, photographs of the existing improvements or area to be improved, and other information requested by the Architectural Review Committee, have been submitted to and approved in writing by the Architectural Review Committee. The approval of the Architectural Review Committee of any Structure or Alterations

shall in no way be deemed to relieve the Owner of any Lot from its obligation to obtain any and all governmental permits and approvals necessary for such Structure or Alterations.

(b) All questions before the Architectural Review Committee shall be decided by a majority of the members of the Architectural Review Committee. The decision of the Architectural Review Committee shall be final and unappealable.

(c) The Architectural Review Committee shall have the right to disapprove any plans and specifications submitted for its review because of any of the following:

(i) Failure of the plans or specifications to comply with any provision of this Declaration;

(ii) failure to include information in the plans and specifications required by this Declaration or as may have been reasonably requested;

(iii) objections to the exterior design, appearance or materials of any proposed Structure or Alterations;

(iv) incompatibility of any proposed Structure or Alterations with the existing Structures on the Lot or other Lots or with the general plan of improvement of the Property;

(v) objections to the location of any proposed Structure or Alterations upon any Lot or with reference to other Lots;

(vi) objections to the grading plan; or

(vii) objections to the color scheme, finish, proportions, style, architecture or appearance of any proposed Structure or Alterations.

(d) Written requests for approval shall be submitted by registered or certified mail, or in person, in which case a written receipt shall be obtained, to the "Summit Ridge Architectural Review Committee," c/o Koren Development Corp., 8815 Centre Park Drive, Suite 304, Columbia, Maryland 21045, or such other place designated by the Declarant or the Board of Directors of the Association in a notice to the Members. The approval request shall include two (2) sets of the required plans and specifications, photographs of the existing improvements or area to be improved, and such other information as may be requested by the Architectural Review Committee. The Architectural Review Committee may, in its discretion, establish a reasonable review fee or a schedule of review fees based on the nature of the request, to cover expenses. In the event the Architectural Review Committee fails to approve or disapprove any plans within sixty (60) days of receipt of the plans and the review fee, if any, such plans shall be deemed approved. In any case where the Architectural Review Committee disapproves any plans and specifications or approves the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. Approval of any particular plans and specifications 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.

(e) Construction of any Structure or Alterations pursuant to the provisions of this Article shall be commenced within six (6) months following the date of approval and shall be

completed within twelve (12) months from the start of construction, or within such other shorter or longer period as the Architectural Review Committee shall specify in its approval. In the event construction is not commenced or completed within such period, the approval shall lapse and compliance with the provisions of this Article shall again be required. New approvals shall be obtained within sixty (60) days of the expiration of the approved construction period, otherwise the Structures shall be promptly returned to their original condition. All Structures and Alterations shall be constructed and thereafter maintained in strict conformity with the approved plans and specifications and all applicable laws (*i.e.*, a building permit shall be obtained for any work requiring one). Neither the Declarant, the Board of Directors, the Architectural Review Committee nor the Association shall have any liability whatsoever for any loss, cost, claim, damage, liability or expense which any Owner may suffer or incur by reason of (i) the rejection of any plans and specifications submitted to the Architectural Review Committee, (ii) any defects in any plans and specifications revised or approved by the Architectural Review Committee, or (iii) any structural or other defects in any work done pursuant to such plans and specifications. The Owners shall, jointly and severally, indemnify and hold harmless the Declarant, the Architectural Review Committee, the Board of Directors, the Association, and their respective members and agents, from any loss, cost, claim, damage, liability or expense (including attorneys' fees) resulting from any claims, demands, judgments or litigation arising out of or related to the actions or failure to act of any such parties in connection with the foregoing, as provided in the articles of incorporation and/or bylaws of the Association.

(f) If construction of any Structure or Alterations is undertaken other than in accordance with the provisions of this Declaration and applicable law, such action shall be deemed to be in violation of the provisions of this Declaration and, in such event, within thirty (30) days after the Declarant, the Architectural Review Committee or the Board of Directors, gives written notice thereof to the Owner of the Lot, or such lesser written or oral notice (followed by written confirmation) as may be reasonable in an emergency situation which presents the threat of imminent danger or harm to persons or property, such Structure and/or Alterations shall be removed or restored to its condition prior to such action, and use thereof shall cease, so as to terminate such violation. If the Owner has not terminated the violation within the stated cure period, the Declarant, the Architectural Review Committee, upon resolution of the Board of Directors, or the Board of Directors, on behalf of the Association, may enter upon such Lot and take such steps as are reasonable to terminate such violation; provided, however, the Association may not alter or demolish any Structure without first instituting judicial proceedings. In addition, the Declarant or the Board of Directors may exercise all legal and equitable remedies to prevent or remove any unauthorized Structure and/or Alterations or any portion thereof. Such Owner shall be personally liable to the Declarant, or the Association, as applicable, for any costs incurred in enforcing the provisions of this Declaration, including but not limited to court costs and attorneys' fees, to the same extent as such Owner is liable for an Assessment levied against such Owner's Lot, and, upon the failure of the Owner to pay such costs within thirty (30) days after such Owner's receipt of written demand therefor from the Declarant or the Association, the Declarant or the Association may establish a lien therefor upon such Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

3. **EXEMPTIONS.** Any Structure, Alterations or other improvements erected or installed on the Property or any Lot by

or on behalf of the Declarant, or any Builder, to the extent approved in writing by the Declarant, shall not require the approval of the Architectural Review Committee. The Declarant intends, where it approves such plans and specifications, that the provisions of this Article requiring the Architectural Review Committee's approval shall not apply to the Lot until its title is thereafter first acquired of record by a person other than Declarant or a Builder. In determining whether to give or withhold such approval, Declarant shall have no fiduciary or other duty whatsoever to the Association or any Owner, Mortgagee or other person, either (a) concerning such plans and specifications or any Structure built as a result of such approval, including but not limited to any duty to require that any Structure set forth on such plans and specifications be similar in size, architectural style or cost to those existing or planned for any other Lot, or (b) to adhere to any common scheme of development for any of the Property.

4. RIGHT OF ENTRY. The Declarant, the Architectural Review Committee, the Board of Directors and the Association shall have an easement to enter any portion of the Property or any Lot for the performance of its duties under this Declaration, as more particularly set forth in Article XII, Section 3(c); provided such easement shall be exercised during daylight hours and shall not permit entry within the interior portion of any dwelling located on any Lot, but (by way of illustration only and not in limitation of the rights granted herein) shall permit the entry into fenced, or other enclosed areas of the Lot or the Property. The Declarant, the Architectural Review Committee, the Board of Directors or the Association, as applicable, shall restore any damage caused by such entry; provided, however, to the extent the exercise of such easement rights is for the purpose of removing or restoring any violation of this Declaration, such removal or restoration shall not be deemed to constitute "damage caused by such entry."

ARTICLE IV COVENANTS AND RESTRICTIONS

1. LAND USE.

(a) All Lots shall be used for private, single-family residential purposes only. None of the Lots shall be used at any time 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 single-family detached dwelling, and no other purposes. Garages may not be converted to additional living space.

(b) Notwithstanding the provisions of subsection (a), the alteration of a dwelling (other than the garage) to contain an attached apartment or living area for use by a member or members of the Owner's family is permitted, provided such use and the planned construction is (i) in strict compliance with applicable zoning regulations, building codes and other applicable laws; and (ii) is approved in advance with respect to both the proposed use and the proposed construction by the Architectural Review Committee. In addition, the use of any portion of a dwelling (other than the garage) as a home office shall be permitted, provided (i) such use is limited to a person actually residing in the dwelling; (ii) such person is fully licensed to perform the professional services being rendered; (iii) the operation of such office does not involve the employment of any professional associate or more than one (1) nonresident employee; (iv) such office or studio does not occupy more than the lesser of two (2) rooms or twenty percent (20%) of the total floor area of the dwelling; (v) visits to such office are by appointment only; (vi) the operation of such office does

not produce loud noises disturbing to other Owners or generate excessive customer or client traffic to and from such dwelling, as determined by the Architectural Review Committee; (vii) such office is operated in strict conformity with the applicable zoning regulations and other applicable laws; and (viii) is approved in advance by the Architectural Review Committee. Except as expressly permitted elsewhere in this Article, no other industry, business, trade or profession of any kind, whether or not for profit, shall be permitted on any part of the Property without the consent of the Board of Directors.

(c) Nothing herein shall prevent the use of part of a Lot as a right-of-way for use by other Lots or for the placement of street signs, street trees or entrance monuments or signs in easement areas now or hereafter designated for such purposes.

(d) Any provision of this Declaration to the contrary notwithstanding, the Declarant and any Builder shall have the right to use any Lots owned by the Declarant or such Builder, and any improvements thereon, as sales, rental and management offices and model homes, and for such other uses as the Declarant or such Builder may deem appropriate for the development, marketing (including sales and rentals) and management of the Property, including but not limited to the installation of one or more construction and/or sales trailers and for the storage of construction materials and equipment upon the Property. The Declarant and any Builder shall also have the right to erect upon any Lot it may own, and upon the Common Area, such advertising and directional signs, flagpoles and other improvements and equipment, as the Declarant or Builder shall deem appropriate for the development, marketing and management of the Property. Any such use or signage by any Builder shall be approved in advance by the Declarant.

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2. SETBACKS. No building, tank, pool, game facility, artwork, decorative item, or other Structure of any kind (other than a fence or landscaping, shall be located on any Lot closer than the recorded minimum building setback lines for the front of any Lot or in violation of any rear or side yard setback lines required by applicable zoning authorities. For the purposes of this covenant, eaves, steps, open porches, bay windows, chimneys and patios shall not be deemed part of a building or other Structure, unless applicable zoning laws provide otherwise. The minimum building restriction lines described in this Declaration, and shown on the Plats are hereby declared to represent zoning requirements of the Town of Mount Airy and Carroll County, Maryland, and are not intended to create benefits or burdens on the title to any individual Lot. Amendments to any minimum building setback lines as shown on the Plats shall be obtained by an Owner seeking a zoning variance in accordance with the terms of the zoning ordinance in effect at the time of the filing of a petition for a variance.

3. SWIMMING POOLS; HOT TUBS. Swimming pools and hot tubs shall be permitted in rear yards only. Swimming pools shall be completely "in ground" or above-ground with decks and fenced in accordance with this Declaration and all applicable laws. Above-ground pools are discouraged and will be considered on a case-by-case basis by the Architectural Review Committee. Hot tubs shall be screened from view. Construction and maintenance shall be in accordance with all applicable laws. Construction plans and specifications for built-in swimming pools and hot tubs shall be approved in advance by the Architectural Review Committee. Any permanent fence being constructed in connection with a swimming pool or hot tub shall not be permitted to remain on any Lot if the swimming pool and/or hot tub are not constructed. Such fencing shall be located within the interior (rather than around the perimeter) of the Lot and shall surround

the pool or hot tub in a manner that is compatible with the use and enjoyment of adjoining Lots and Common Area.

4. DRIVEWAYS; PARKING AREAS. All driveways and parking areas shall be maintained in good condition and in accordance with all applicable laws. Driveways and parking areas shall be paved and or repaved with the same material as the original construction unless another material is approved in advance by the Architectural Review Committee. Gravel surfaces are prohibited. Every driveway shall provide positive drainage away from the dwelling and garage.

5. TEMPORARY STRUCTURES. No temporary structure, including but not limited to a trailer, shack or other outbuilding, shall be permitted to be erected on any Lot. The foregoing shall not be deemed to prohibit reasonably-sized garden sheds, greenhouses or other similar accessory Structures installed in accordance with the provisions of Section 24 of this Article.

6. CLOTHESLINES; FLAGPOLES. No temporary or permanent exterior clothes dryer, clothes pole or similar equipment shall be maintained on any Lot whether or not it forms a part of any Structure or is detachable therefrom and no drying or airing of any clothing shall be permitted outdoors. Freestanding flagpoles, other than in connection with the initial sale or marketing of Lots, are prohibited. Appropriately-sized flagpoles not in excess of two (2) may be mounted on the fronts of dwellings.

7. 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.

8. FRONT LAWN; LANDSCAPING. The front and side yards of each Lot shall be kept only as a lawn for ornamental or decorative planting of grass, trees, shrubbery, and flowers. Lawn statues and other similar ornaments are expressly prohibited in front and side yards.

9. FENCES AND WALLS. Fences and walls or other similar enclosures may be built on any Lot with the prior written approval of the Architectural Review Committee; provided, however, such fences and walls as may be installed and/or constructed by the Declarant or any Builder simultaneously with the initial construction of a dwelling on a Lot shall not require Architectural Review Committee approval. Any fence, wall or other similar enclosure shall be constructed in rear yards and/or side yards only, shall not extend forward of the rear foundation wall of the dwelling, shall not exceed forty-eight (48) inches in height, unless a greater height is required by law, and shall not impede surface drainage or interfere with any utilities. All fencing shall be decorative (rail, split rail, or cross buck, etc.), and not of chain link or chicken wire, shall (except for permitted privacy fences) be of such open design that it does not obstruct the view of the dwelling from any adjacent Lot or roadway, and shall comply with the height, setback and other requirements of applicable law. The maximum number of horizontal boards shall be three (3) and more than fifty percent (50%) of the surface area of the fence shall be open. Notwithstanding the foregoing, green or black painted wire mesh fencing shall be permitted, provided such fencing is vinyl coated and is used along the interior of an approved fence. All gates must open inward onto a Lot and shall not open onto another Lot or the Common Area. Fencing shall be cedar or redwood, stained or painted to coordinate with the dwelling or to weather to a natural grey tone. The Architectural Review Committee may designate one or more fence designs as the "standard designs" and may require that all fences conform to these standards.

Screening and privacy fences are discouraged and shall be subject to Architectural Review Committee approval. If permitted, such fencing may be partially or completely opaque and shall be constructed of the materials specified above or otherwise approved by the Architectural Review Committee.

10. WOOD PILES. Firewood shall be cut and stored at least six (6) inches off the ground and twelve (12) inches from any wooden structure. Wood piles shall be stacked and maintained in an orderly fashion without the use of any brightly colored covering.

11. REPAIR AND MAINTENANCE OF LOTS. Owners shall maintain their Lots and the exterior of their dwellings in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all Structures on the Lot, including, without limitation, roofs, gutters and downspouts, all in a manner and with such frequency as is consistent with good property management and maintenance. Dead trees, shrubs and unsightly landscaping shall be removed promptly.

12. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be placed upon a Lot which may become an annoyance or nuisance to the neighborhood or any adjoining 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 installed upon or audible from the exterior of any Structure. No snowmobiles, go-carts, motorbikes, trail bikes, loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot, the Common Area or any roadways serving the Property.

13. ANIMALS. No animals of any kind, including pigeons, or other non-domestic or exotic animals, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets, not to exceed two (2) in the aggregate, may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance to the neighborhood or to any other Owners, are walked on a leash, and do not roam unattended on the Property (other than on their Owner's Lot). Pets shall be registered, licensed and inoculated as required by law. Owners shall be responsible for the immediate clean-up and removal of their pet's waste on any of the Property including their own Lot. Puppies and kittens in excess of the numbers set forth above may be kept until they reach the age of twelve (12) weeks.

14. VEHICLES. No commercial vehicles, camp trucks, trucks with a manufacturer's rated capacity of 3/4 ton or more (except a pick-up truck not exceeding 3/4 ton capacity provided such truck does not have any commercial lettering or signage anywhere on the truck or commercial license plates), trailers, vans (except a van having a passenger car license and with no exterior commercial lettering), boats, buses, campers, recreational vehicles, tractors, junked or unlicensed passenger vehicles or any other vehicle, other than private passenger vehicles in regular operation, shall be parked regularly on any roads within the Property or on any Lot unless garaged (except for such machinery and equipment as may be reasonable, customary or usual in connection with the maintenance of any dwelling or the Common Area) nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of vehicles be carried out anywhere on the Property unless performed entirely within a

garage. The foregoing restriction shall not prohibit temporary parking for washing and polishing of vehicles or for a visiting motor home or house trailer, which shall be permitted to remain for no more than two (2) consecutive weeks. No carports are permissible. Permitted vehicles shall either be garaged or parked on the paved portion of the driveway. No commercial vehicles shall remain parked on any street or Lot longer than is necessary to perform the business function of such vehicle in the area. Notwithstanding the foregoing, the Declarant, any Builder, and their agents and designees, may maintain trailers and commercial vehicles on the Property in connection with the development, sale, marketing and management of the Property. These restrictions are intended to apply to that portion of the Property which may hereafter be dedicated as public streets or roads.

15. LIGHTING AND WIRING; ANTENNA. Exterior lighting on Lots shall be located and shielded to prevent the casting of light from such fixture onto any neighboring Lots. All wiring on any Lot shall be underground unless expressly approved by the Architectural Review Committee. No exterior radio, television and/or citizens-band radio antennae, or other broadcasting or receiving apparatus, or cable television (or other) exterior wiring shall be permitted upon any Lot or any of the Property except for a community cable television or radio system or other similar equipment installed or approved by Declarant for the benefit of all of the Lots or such portion thereof where cable service is available. Notwithstanding the foregoing, satellite dishes not exceeding eighteen (18) inches in diameter shall be permitted, subject to the following conditions: (i) the satellite dish shall be located either on the rear of the dwelling below the roof line so as not to be visible from the front of the dwelling or in the rear yard behind the rear projection line of the dwelling if screened from view from adjacent Lots, Common Area and roadways; (ii) all satellite dishes must be compatible with the exterior of the dwelling; and (iii) the type and location of the satellite dish and the proposed screening must be submitted to the Architectural Review Committee for prior approval. Satellite dishes in excess of eighteen (18) inches in diameter or otherwise not conforming to the above requirements shall in all cases be subject to Architectural Review Committee Approval, at its sole and absolute discretion. In addition, until cable television becomes available to a Lot, a television antennae may be installed on the roof of a dwelling, which antennae shall be removed within six (6) months following the date cable service becomes available, regardless of whether such Owner elects to have cable service installed to its Lot.

16. SUBDIVISION. No Lot shall be divided or subdivided and no portion of any 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 shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

17. SIGNAGE. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas," "For Sale" signs (not larger than six (6) square feet), or not more than two (2) political signs advocating a candidate or cause, no signs or advertising devices shall be erected, posted or displayed upon, in or about any Lot or Structure without the approval of the Architectural Review Committee. "For Rent" signs are hereby expressly prohibited. The provisions and

limitations of this subsection shall not apply to any signs as may be used by Declarant or any Builder in connection with the construction, development, sale or marketing of the Property.

18. **LEASE AGREEMENTS.** No Owner may lease such Owner's Lot or the improvements thereon for motel, hotel or transient purposes. Leases for a term of less than one year are discouraged and must be approved in advance by the Board of Directors of the Association. All leases shall be in writing, shall state that the lease agreement shall be subject to this Declaration, that any breach or violation of this Declaration by the tenant shall be a default under the lease and that the tenant shall be directly liable to the Association, and shall be subject to enforcement actions (although the Association shall have no obligation to bring any such enforcement action), for any breach or violation by the tenant of the provisions of this Declaration. Copies of all leases shall be provided to the Board of Directors upon request.

19. **TRASH AND OTHER MATERIALS.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (i) building material during the course of construction of any approved Structure, and (ii) firewood, which shall be cut and neatly stored at least six (6) inches off the ground and twelve (12) inches away from any wooden Structure. No burning of trash shall be permitted on any Lot or the Common Area. Trash shall be disposed of in metal or plastic containers covered by a lid and shall be maintained in a sanitary condition. If trash or other refuse is to be disposed of by being picked up and carried away on a regular basis, closed or covered containers only may be placed in the open 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. The foregoing provisions regarding trash disposal shall not apply to the disposal of recyclables in accordance with local governmental regulations. 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 Area.

20. **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 any private or public access easement, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

21. **NO HUNTING.** No hunting or discharge of firearms or weapons of any nature whatsoever shall be permitted on the Property or any Lot.

22. **NO EXCAVATION.** No excavation shall be made on any Lot except for the purpose of building thereon at the time when the initial building operations are commenced, or thereafter, upon Architectural Review Committee approval, and no earth or sand shall be removed from any Lot except as a part of such operations.

23. **TREE REMOVAL.** The prior approval of the Architectural Review Committee shall be required for the removal of any live trees six inch (6") caliper or larger; provided, however, no live trees may be removed from any Forest Conservation Easement designated on the Plats except in accordance with applicable laws, the terms of any site development or subdivision plat approval, or of any other permit or approval in connection with the development of the Property. Dead trees or scrub trees (weed type trees with a trunk less than one inch (1") in diameter) may be removed without Architectural Review Committee approval from any Lot, except within any Forest Conservation Easement Area.

24. SHEDS; ACCESSORY STRUCTURES. Sheds or other similar accessory structures, such as greenhouses, shall be permitted with the approval of the Architectural Review Committee; provided such Structures shall not exceed one (1) story in height, shall be attached to or located immediately adjacent to the dwelling on the Lot and, where feasible, located under decks. All sheds shall be of the same color and material as the exterior of the dwelling and shall be sized proportionately to be in keeping with the size of the house. No metal shed of any kind shall be located on any Lot.

25. CHIMNEYS AND FLUES; ROOFING; FOUNDATIONS. All chimneys and flues shall consist of masonry or another material compatible with the style and color of the dwelling of which they are a part (and may include prefabricated fireplaces and chimneys). Exposed foundations with parging shall be permitted if painted to match the color of the dwelling.

26. PLAY EQUIPMENT. All outdoor play equipment shall consist of cedar, redwood, pressure-treated wood materials, or hi-grade plastic materials, shall be situated in rear yards only, shall be placed in order to minimize their visibility from neighboring Lots, and must be approved in advance by the Architectural Review Committee. The Architectural Review Committee, in its sole and absolute discretion, may consider other materials for play equipment.

27. GRADING; DRAINAGE. No Lots shall be used or maintained so as to cause excessive erosion of soil or sediment. During the grading and construction of any improvements upon any Lot, adequate arrangements shall be made to insure that no erosion of soil or sediment shall take place. Drainage from roof areas shall be channeled to downspouts and appropriately discharged.

28. NON-TIDAL WETLANDS AND BUFFER AREAS. Any portion of the Common Area or Lots designated and shown on the Plats as floodplains, wetlands, steep slopes or buffer areas shall remain in a natural, undisturbed state and shall not be developed, or improvements erected thereupon by the Declarant, any Builder, the Association, any Owner or any other person, except those of a minor nature necessary for such intended use, or fencing, and permitted by applicable law, or utilities or storm drainage systems installed in easement areas designated for such purposes.

29. FOREST CONSERVATION AREAS. Any area shown on the Plats as a "Forest Conservation Easement" shall be used and maintained in accordance with all applicable laws and regulations and in accordance with all easements granted to the Town of Mount Airy and/or Carroll County, Maryland, with respect thereto. The Declarant hereby grants to the Town of Mount Airy, its agents and contractors, a non-exclusive easement and right-of-way in, through, over and across any area designated as a "Forest Conservation Easement," whether located on any Lot or the Common Area, for all purposes reasonably associated with the inspection and maintenance of such areas; and provided further, in the event that after reasonable notice to the Association or any Owner, such party shall fail to maintain any Forest Conservation Easement in accordance with applicable law and regulations, then the Town of Mount Airy may do and perform all necessary repair and/or maintenance work and may assess the owner of such property for the cost of the work and any applicable penalties and enforce the same, in the manner tax liens are enforced.

30. DECKS AND PORCHES; AWNINGS. Decks and screened porches may be built on any Lot with the approval of the Architectural Review Committee. Decks and porches shall not extend forward of the rear foundation wall into any front or side yard without prior written approval of the Architectural Review

Committee, shall not impede surface drainage and shall comply in all respects with the height, setback and other requirements of the appropriate authorities, including but not limited to the issuance of a valid building permit. Decks and porches shall be decorative in character and shall be constructed of pressure-treated lumber or long life-cedar or redwood. Decks and porches may be painted to match the color of the dwelling. Awnings (other than as part of an approved screened porch) are discouraged and must be approved in advance by the Architectural Review Committee on a case by case basis.

31. AUCTIONS, FLEA MARKETS, YARD SALES. Other than auctions held in conjunction with foreclosure and/or tax sales, no auctions will be permitted without the prior written consent of the Architectural Review Committee. Flea markets or yard sales not exceeding two (2) per year for not more than two (2) days in duration are permitted in the front or side yard of any Lot. All other such events are prohibited unless it is part of a coordinated event approved by the Architectural Review Committee.

32. UTILITIES. All exterior mechanical and electrical equipment other than heat pumps and utility meters, but including, without limitation, pool equipment, must be housed or screened from view from streets, home entries and neighboring Lots. No window unit air conditioners shall be permitted.

33. FAMILY DAY CARE. "Family Day Care Homes" (as defined in Section 11B-111.1 of the Real Property Article of the Maryland Annotated Code, as amended from time to time) or any other day care service of any kind in return for compensation (collectively, a "Family Day Care Home"), shall be permitted to be operated on any Lot only in strict accordance with the following provisions of this Section. The number of Family Day Care Homes operating within the Property shall not exceed seven and one half percent (7.5%) of the total number of Lots within the Property as of December 31 of the immediately preceding calendar year; (ii) each Family Day Care Home shall register with the Association at least thirty (30) days before opening as a Family Day Care Home and thereafter by January 1 of each year during which such use continues; (iii) providers shall pay on a pro rata basis based on the total number of Family Day Care Homes operating in the Property, any increase in insurance costs of the Association that are solely and directly attributable to the operation of the Family Day Care Home; (iv) each Family Day Care Home which is registered and operating in the Association shall pay to the Association an annual fee for the use of the Common Area in an amount not to exceed fifty dollars (\$50.00), or such higher amount as is permitted by the Code; (v) no more than six (6) children per day, or such lesser number as may be permitted by applicable law, shall be cared for in the Family Day Care Home; (vi) such use does not, in the judgment of the Board of Directors, generate excessive noise from, or traffic, to and from such Lot; and (vii) each Family Day Care Home and day care provider shall otherwise comply with all applicable federal, state or local laws, rules or regulations. The prohibitions set forth in this Section may be eliminated from this Declaration or amended by an amendment of the Declaration approved by a majority vote of the Members at a duly called meeting.

34. COMPLIANCE WITH FEDERAL FAIR HOUSING ACT. In order to comply with the requirements of the Federal Fair Housing Act (as heretofore and hereafter amended):

(a) The Architectural Review Committee shall, to the extent permitted by law, make reasonable accommodations in the rules and regulations of the Association (including those set forth in this Article and those adopted pursuant to the by-laws of the Association), to the extent such accommodations are required under the Federal Fair Housing Act or otherwise

appropriate to afford persons with disabilities an equal opportunity to use and enjoy the dwelling located upon any Lot, which accommodations may include waivers and modifications of such rules and regulations only for a particular person with a disability or for a particular category of persons with disabilities. The Architectural Review Committee need not follow the procedural requirements of this Article or the by-laws in making such waivers and modifications, and such waivers and modifications need not be approved by the membership of the Association.

(b) No rule or regulation of the Association shall be interpreted or enforced in such a way as to make unavailable or deny a dwelling to any person, or to discriminate against any person in the provision of services or facilities in connection with the sale or rental of a dwelling to such person, because of the familial status of such person, as the term "familial status" is defined under the Federal Fair Housing Act.

35. COMPLIANCE WITH LAWS. The provisions of this Article shall not be taken as permitting any action or thing prohibited by applicable zoning laws, or the laws, rules or regulations of any governmental authority.

36. WAIVERS. The Architectural Review Committee may, in the exercise of its reasonable discretion, and upon submission of a written request therefor by the Owner of a Lot, waive any one or more of the provisions numbered 1 through 32 of this Article or any portion thereof with respect to such Lot. The granting of a waiver with respect to any Lot shall not require the granting of a waiver with respect to any other Lot.

ARTICLE V

DECLARANT'S RIGHTS TO DEVELOP THE PROPERTY

1. RESUBDIVISION. Each Owner, by acceptance of a deed for its Lot, whether or not it shall be so expressed in such deed, shall be deemed to have covenanted and agreed that the Declarant shall have the right to resubdivide the Property in accordance with the regulations of the Town of Mount Airy and Carroll County, Maryland.

2. LICENSE OF NAME "SUMMIT RIDGE". The Declarant hereby grants to the Owners (including any Builder) and the Association (collectively, the "Licensees") a non-exclusive license to use the name "Summit Ridge" solely to identify the Property and/or the Association. The Licensees shall not sell, assign or sublicense the use of said name to any other party. Such name may be used or licensed or both, under any terms acceptable to the Declarant at any time and for any purpose. The Licensees have no right against the Declarant to complain of any such use or license, regardless of the proximity or similarity of use or any version(s) or variation(s) thereof by the Declarant or its licensees.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

2. CLASSES OF MEMBERSHIP. The Association shall have two (2) classes of voting membership:

(i) Class A. The Class A Members shall be all of the Owners of the Lots except for the Declarant and any

Builder; provided, however, if more than one person or legal entity holds the record title to any Lot, such persons shall constitute a single Member of the Association and shall, collectively, be entitled to only one (1) vote per Lot for each Lot owned by them in which action shall be taken by Members of the Association. 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.

(ii) Class B. The Class B Member(s) shall be the Declarant and any Builder, if the Builder is a Lot Owner. The Class B Member(s) shall be entitled to 594 votes (the equivalent of three (3) votes for each of the 198 proposed Lots) in all proceedings in which actions shall be taken by Members of the Association, which total number of votes shall be reduced by three (3) votes for each Lot conveyed to an Owner other than the Declarant or any Builder. Each Builder shall be conclusively presumed, by its having accepted the conveyance from Declarant or another Builder of the legal title to a Lot, to have given the Declarant an irrevocable and exclusive proxy entitling the Declarant to cast all votes which such Builder holds, which proxy is coupled with an interest.

3. CONVERSION. The Class B membership in the Association shall cease and be converted to Class A membership in the Association upon the earliest to occur of (i) seven (7) years from the date of this Declaration; (ii) such time as 149 Lots have been conveyed to Owners other than the Declarant and any Builder; or (iii) such time as the Declarant elects to terminate the Class B membership. The Declarant and any Builder shall thereafter remain a Class A Member of the Association as to each and every Lot owned by the Declarant or such Builder.

ARTICLE VII RESERVED RIGHTS OF DECLARANT

1. EASEMENTS AND RIGHTS RESERVED FOR THE DECLARANT.

The Declarant hereby reserves unto itself, its successors and assigns, including any Builder, contractor or subcontractor, their respective agents, employees and invitees, the following rights, reservations and easements:

(a) Perpetual, irrevocable and nonexclusive easements and rights-of-way under, over and through the Common Area, any drainage, utility or other easement areas designated on the Plats, and under, over and through ten (10) foot wide strips of land running along all street frontage lot lines, and six (6) foot wide strips of land running along all other lot lines, for proper surface water drainage, and for the installation, construction, maintenance, reconstruction, repair and use of public and private utilities to serve the Property and the Lots, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or the Property, together with the right and privilege of entering upon the Lots and the Common Area for such purposes and for making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to effect such purposes. Within the aforesaid easement areas, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or change the direction of the flow of drainage channels or obstruct or retard the flow

of water through drainage channels. The reserved easement areas of each Lot and all improvements thereon, except improvements for which a public authority or utility company is responsible, shall be maintained continuously by the Owner of the Lot. The Declarant shall restore any damage to any Lot or to any permitted Structure arising from the Declarant's exercise of the foregoing easement and right-of-way.

(b) The right to grade, regrade and improve the streets, roads and courts within the Property including the creation or extension of slopes or banks, or excavation in connection therewith, and the construction and installation of drainage and utility structures therein. Declarant further reserves unto itself and its successors and assigns, the right, at or after the time of grading of any street, Common Area, storm water management area or drainage or utility easement, or any part thereof, for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such area, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(c) The right to make amendments to any plat or plats relating to the development of the Property as shall be advisable in the Declarant's reasonable judgment and as shall be acceptable to public authorities having the right to approval thereof without the consent of any Owner.

(d) The right to grant easements, rights-of-way and licenses to any person, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto, for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary or desirable for the improvement of the Property and/or the property described in Exhibit B, in, over, through, upon and across any and all of the Common Area and over, through, upon and across each and every Lot in the easement areas set forth in this Declaration or as shown on the Plats.

(e) The right to dedicate all of the roads, streets, alleys, rights of way or easements within the Property to public use. An easement for the use and enjoyment of each of said easement areas, etc., is hereby granted to the Association and the Owners, and their respective heirs, personal representatives, successors and assigns, until such time as the same are deeded to the Town of Mount Airy and/or Carroll County, Maryland and dedicated to public use.

(f) The right to amend or modify this Declaration if required in order to satisfy FHA and/or VA or other governmental or quasi-governmental rules and regulations, without the necessity of the joinder of any parties in interest, including the Owners of any Lot or their Mortgagees or the Landowner.

(g) An easement over, through, upon and across the Common Area, as the servient tenement, for the purpose of reasonable ingress to and egress from, and utility service to and from, the property described in Exhibit B hereto, until all of such property is annexed to the Property as provided in Article II hereof; including but not limited to the right to connect to and use any such utilities which may exist or be located within the Property, and to grant specific easements, both temporary and permanent, to any person or entity to accomplish the foregoing, all for any purpose consistent with applicable law in connection with the construction, maintenance, repair, development, marketing, sale or leasing of such property.

(h) The right to use any and all portions of the Property other than those Lots conveyed to Owners (but including any easement areas on any Lot specifically reserved herein) and including any Common Area, for all reasonable purposes necessary or appropriate to the full and final completion of construction of the Property and the property described in Exhibit B, including the right to store materials and construction debris on the Property during the development thereof and the construction of dwellings on the Lots.

Except as otherwise expressly provided in this Article VI, the foregoing rights, easements and reservations shall remain in effect for so long as the Declarant or any Builder, or any successor Declarant, own any Lot or other land within the Property or any of the property described in Exhibit B and for such additional time as may be required for the Declarant and/or any Builder, or their respective successors or assigns, to perform any construction, warranty or repair work with respect to any Lot or the Property.

2. INCORPORATION BY REFERENCE; FURTHER ASSURANCES.

Any and all grants made to the Association with respect to any of the Common Area or to any Owner with respect to any Lot shall be conclusively deemed to incorporate the foregoing rights, easements and reservations, as applicable, whether or not specifically set forth in such instruments. At the request in writing of Declarant, the Association or any Owner shall from time to time execute, acknowledge and deliver to Declarant such further assurances of the foregoing as the Declarant may reasonably request.

ARTICLE VIII
COMMON AREA

1. **GRANT OF COMMON AREA.** The Declarant shall grant and convey to the Association from time to time, and the latter shall take and accept from the former, the Common Area shown on the Plats, free of all monetary liens and encumbrances except current real property taxes (which taxes shall be prorated as of the date of conveyance), assessments, nonmonetary title exceptions of record, and this Declaration, which is hereby imposed upon the Common Area for the benefit of the Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns.

2. **MEMBER'S RIGHT OF ENJOYMENT.** Every Member of the Association shall have a nonexclusive right and easement for the use, benefit and enjoyment, in common with all other Members, in and to the Common Area, and the improvements thereon, and including each main, drain, pipe, meter or other device located within the Common Area (or within another Lot) which provides utility service to such Lot, and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of this Declaration, including but not limited to the restrictions set forth in Section 5 below. No portion of the Common Area may be used by any Owner or Owners for personal vegetable gardens, storage facilities, leaves, compost or trash disposal, or other private uses.

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

4. **MAINTENANCE OF COMMON AREA.** The Association shall repair, replace, restore and maintain the Common Area and the improvements thereon in good order, condition and repair and in a

neat and attractive condition, including but not limited to periodically mowing all grass in the Common Area, maintaining the entrance monument to be located on Lot 3 and on property dedicated or to be dedicated to the Town of Mount Airy, as shown on the plat attached hereto as Exhibit C, and maintaining all stormwater retention and sedimentation ponds within the Common Area, keeping them clean and free of debris. All roads, streets, curbs and gutters within or adjacent to the Property shall be dedicated to the Town of Mount Airy, Carroll County or other governmental authority for public use; however any trees, grassy areas or landscaped areas within the publicly dedicated rights-of-way shall be maintained by the Association.

5. **PERMITTED ACTION BY THE ASSOCIATION.** While the Association holds the legal title to any or all of the Common Area, it may take any or all of the following actions upon approval of such action by the Board of Directors:

(a) make an express confirmatory conveyance to any Owner, including the Declarant, of such easements in and other rights with respect to the Common Area as under the provisions of this Declaration are held by such Owner;

(b) grant, convey or dedicate to the Town of Mount Airy, Carroll County, the State of Maryland or to any one or more public or quasi-public governmental bodies, utility companies or cable television companies, any and all licenses, easements and/or rights-of-way in, over and through the Common Area for the construction, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, ponds or pumping stations, water lines, electrical lines, telephone or television lines, gas lines, cable television lines and other similar facilities, all as the Association considers appropriate for the provision of any utility or utility service to the Property. Notwithstanding a grant, conveyance or dedication of any such license, easement or right-of-way, the land subject thereto shall remain a part of the Common Area and the Association shall continue to maintain such land (except for any improvements thereon owned by the Town of Mount Airy, Carroll County, the State of Maryland or such public or quasi-public governmental body, such utility company or such cable television company) in accordance with the provisions of this Declaration;

(c) convey the legal title to, or any interest in, any or all of the Common Area to or at the direction of any governmental or quasi-governmental authority either (i) through the condemnation thereof, or under threat of such condemnation (after which grant, conveyance or dedication, that portion of the Common Area which is the subject of the same shall not be part of the Common Area);

(d) grant or reserve, by or to the Declarant for the benefit of any parcel of land which may be added to the Property or any portion thereof (whether or not it then or thereafter is part of the Property), an easement in, over and through the Common Area for the construction, installation, use, operation, maintenance, repair and replacement of any facility of the type enumerated in subsection (b) hereof; and

(e) notwithstanding anything to the contrary contained herein, the approval of the Board of Directors shall not be required for the conveyance to the Town of Mount Airy, Carroll County or to the State of Maryland of any portion of the Common Area which has, prior to the conveyance to the Association, been offered for dedication to such governmental body. The Association shall, upon the request of the Declarant, execute all necessary documents required to convey such portions of the Common Area.

6. DELEGATION OF RIGHT OF USE. Any Owner may delegate its rights to the use and enjoyment of the Common Area to family members who reside permanently with such Owner and to its tenants, contract-purchasers, invitees and guests.

7. LIMITATION OF LIABILITY. Neither the Declarant nor the Association shall be liable for the failure of any services obtained by the Declarant or the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements, the topography of the Property, fallen trees, water which may leak or flow from any portion of the Common Area, or from any wire, pipe, drain, conduit or the like, or to any Owner or its designees for loss or damage, by theft or otherwise, of articles stored upon any Common Area. No diminution or abatement of assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or from any action taken by the Declarant or the Association to comply with any of the provisions of this Declaration or applicable law.

ARTICLE IX ASSESSMENTS

1. COVENANT FOR ASSESSMENTS. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed conveying any Lot to it, whether or not so expressed in such deed, shall be deemed to have covenanted and agreed to pay the Association (i) in advance, an 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 (ii) special assessments or charges for the purposes stated in Section 4 of this Article, such annual and special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, costs of collection and attorneys' fees as hereinafter provided, shall be a lien upon each of the Lots against which the assessment is made from the time when a "statement of lien" for any unpaid assessments is recorded in accordance with the terms and provisions of the Maryland Contract Lien Act until such assessments, late charges, costs and fees are repaid in full, and this Article 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, late charges, costs of collection, and attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner holding title to any Lot at the time when the assessment fell due. The personal obligation for any delinquent assessment or charge, together with interest, late charges, costs and attorneys' fees shall not pass to the Owner's successor or successors in title unless expressly assumed by such successor or successors.

2. USE OF ASSESSMENTS. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of Summit Ridge, including but not limited to (i) the payment of taxes on the Common Area, if any; (ii) the payment of insurance premiums for such insurance as is maintained by the Association on the Common Area or otherwise; (iii) the maintenance, repair, replacement and improvement of the Common Area, including but not limited to any recreational facilities, and any other off-site facilities maintained by the Association; (iv) the cost of utilities and other services which may be provided by the Association; (v) the cost of labor, equipment, materials, management, administration and supervision incurred in performing all of the foregoing, including but not limited to legal and accounting fees, and specifically including legal fees incurred

by the Association in enforcing the provisions of this Declaration; and (vi) the cost of funding all reserves established by the Board of Directors of the Association.

3. MAXIMUM ANNUAL ASSESSMENT.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant or any Builder, the initial and maximum annual assessment shall not exceed One Hundred Dollars (\$100.00) per year for each Lot, payable annually on January 1 of each year.

(b) From and after the expiration of the first fiscal year of the Association, the maximum annual assessment may be increased by not more than ten percent (10%) of the maximum annual assessment for the previous fiscal year without a vote of the Members of the Association. The maximum annual assessment may be increased by more than ten percent (10%) of the maximum annual assessment only by a vote of two-thirds (2/3) of the Members of each class of membership in the Association, voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum annual assessment specified herein without the necessity of a vote of the membership of the Association.

(d) Any provision of this Declaration to the contrary notwithstanding, neither the Declarant nor any Builder nor any Lot owned by any of such parties, shall be subject to annual or special assessments hereunder until the earlier to occur of (i) one year following the date the Lot has been conveyed to a Builder or (ii) such time as the Lot has been conveyed to an Owner other than the Declarant or any Builder.

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 Area, 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 a majority of the votes of the Members of the Association at a meeting called for such purpose.

5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meetings of Members of the Association called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all Members not less than fifteen (15) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence at the meeting of Members or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of Members entitled to be cast at such a meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, the Members entitled to vote at such meeting shall have the power to adjourn the meeting by a majority vote of the Members present at such meeting in person or by proxy, and to call another meeting upon not less than five (5) days nor more than thirty (30) days in advance of the rescheduled meeting, and the Members present at such subsequent meeting in person or by proxy shall constitute the requisite quorum.

6. COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.

(a) The annual assessments shall commence as to all Members of the Association upon a date set forth in a resolution of the Board of Directors, but in any event no earlier than the first day of the first month following the date a deed for the first Lot is delivered to an Owner other than the Declarant or any Builder. The Board of Directors may also resolve to commence the collection of annual assessments on a section by section basis, rather than for the entire Property, in recognition of the fact that development of the Property may be completed in phases or groups of Lots.

(b) The first installment of each such annual assessment shall be prorated for the balance of the year (or applicable installment period) in which such Lot is conveyed to an Owner, commencing with the first day of the first month following such conveyance, and shall be due and payable on the date the Lot is conveyed to the Owner of the Lot. The installments of each such annual assessment for any Lot for any installment period after the first installment period shall become due and payable and a lien on the first day of each successive installment period. The due date of any special assessment under Section 4 shall be fixed in the resolution authorizing such special assessment, however, such due date shall be at least thirty (30) days after the date of such resolution. Except for prorations pursuant to the first sentence of this clause (b), the respective amounts of annual and special assessments shall be uniform within each class of Members of the Association.

(c) If during an assessment year the Property is expanded, the Association shall be deemed, automatically and without the necessity of further action, to have levied for such assessment year against each Lot added to the Property by virtue of the expansion each Assessment which the Association has levied against the other Lots for such assessment year, such Assessment to be prorated based upon the number of full calendar months remaining in such assessment year as of the date of such expansion.

7. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors shall determine the amount of the annual assessments annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a monthly, quarterly, semiannual or annual basis. Any Member may prepay one or more installments of any assessment levied by the Association, without premium or penalty. The Board of Directors shall prepare, or cause to be prepared, an annual operating budget for the Association, and shall make reasonable efforts to fix the amount of the annual assessments against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period. Written notice of the annual assessments shall thereupon be sent to all Members of the Association. The omission by the Board of Directors to fix the amount of the annual assessments prior to the commencement of any assessment period shall not be deemed a waiver or modification of the provisions of this Article or a release of any Member from the obligation to pay the annual assessments for that or any subsequent assessment period; and the annual assessments fixed for the preceding period shall continue until a new assessment is fixed. The Association shall, upon written demand, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether such Owner's assessments have been paid, which certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid.

8. NONPAYMENT OF ASSESSMENTS.

(a) Any assessment not paid when due shall be delinquent and, if not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of (i) twelve percent (12%) per annum, or (ii) two percent (2%) over the prime rate announced by NationsBank, N.A., or any successor thereto, whichever is greater, and shall be subject to a late charge of (A) Five Dollars (\$5.00) per month until paid, or (B) ten percent (10%) of the assessment, whichever is greater, or at such other rates or in such other amounts as may be established by the Board of Directors from time to time. The Association may bring an action at law against the Owner personally obligated to pay the assessments, 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 an assent to a decree, and there shall be added to the amount of such assessment interest and late charges on the assessment as provided hereinabove, court costs and attorneys' fees of not less than twenty percent (20%) of the sum claimed, whether or not a judgment is obtained. No Member may exempt itself from liability for assessments by abandonment of such Owner's Lot or by the abandonment of such Owner's right to the use and enjoyment of the Lot or the Common Area, or by conveying the Lot after the assessment became due.

(b) If the Board of Directors establishes that annual assessments shall be paid in regular installments, and an Owner fails to pay an installment when due, the Association, acting through the Board of Directors, may demand payment of the remaining installments coming due within that fiscal year. Such demand shall state that if the Owner fails to pay the installment within thirty (30) days of the demand, full payment of the remaining annual assessments will then be due and payable in full, without further notice or demand and shall constitute a lien on the Lot as provided in this Article.

9. SUBORDINATION OF LIEN TO TAXES AND MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien for taxes imposed by any lawful authority and to the lien of any Mortgage (unless before such Mortgage was recorded a statement of lien covering such assessment is recorded among the Land Records). No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof nor shall such sale or transfer release the Owner of the Lot from its personal obligation for any unpaid assessments.

10. EXEMPT PROPERTY. The Common Area and all Lots owned by the Association or dedicated to and accepted by a local authority shall be exempt from the assessments created herein; provided, however, no Lot improved with a dwelling and used for residential purposes shall be exempt from assessments.

11. RESERVES FOR REPLACEMENTS.

(a) The Association shall establish and maintain a reserve fund or funds for repair and replacement of the Common Area and for such other purposes as the Board of Directors of the Association may deem reasonably necessary or appropriate, by the allocation and payment from the assessments to such reserve fund or funds of an amount to be designated from time to time by the Board of Directors. Such fund(s) 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 to be necessary or appropriate. The proportional interest of any Member of the Association in any such reserves shall be considered an appurtenance of such Owner's Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from any Lot, and shall be deemed to be transferred with such Lot.

12. INITIAL WORKING CAPITAL CONTRIBUTION. At the settlement for each Lot, the sum of One Hundred Dollars (\$100.00) shall be collected from the Owner of such Lot (other than the Declarant or any Builder) for the purpose of start-up expenses and operating contingencies; provided, however, if the Declarant has previously paid the working capital contribution for such Lot, the Declarant may retain the amount paid by the Owner as a reimbursement for the Declarant's payment. The working capital contribution is a onetime charge, is not refundable, and will not be credited against annual or special assessments. The working capital contributions may be used to fund the start-up and initial operating expenses of the Association.

ARTICLE X

INSURANCE; CASUALTY AND CONDEMNATION LOSSES

1. TYPES OF INSURANCE MAINTAINED BY ASSOCIATION. The Board of Directors shall have the authority to, and shall obtain and continue in effect, commencing not later than the date of the first conveyance of a Lot to an Owner other than the Declarant or any Builder, to the extent available at reasonable rates, the following types of insurance:

(a) Insurance on all insurable improvements on the Common Area against loss or damage by fire or other hazards, including standard extended and all-risk coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of such improvements (exclusive of land, foundation and excavation) without deduction or allowance for depreciation, as determined annually by the Association with the assistance of the insurance company affording such coverage, with a deductible amount not in excess of Ten Thousand Dollars (\$10,000.00).

(b) A public liability insurance policy covering the Association, its officers, directors, committee members and managing agents, covering such risks as shall customarily be covered with respect to projects similar in construction, location and use, including but not limited to contractual liability coverage, having at least a Two Million Dollar (\$2,000,000.00) limit per total claims that arise from the same occurrence or in an amount not less than the minimum amount required by applicable law, ordinance or regulation.

(c) Workmen's compensation insurance, if and to the extent required by law.

(d) From and after the date when there is no longer a Class B membership of the Association, or earlier, in the discretion of the Board of Directors, fidelity bonds covering all directors, officers, employees and other persons handling or responsible for the funds of the Association, naming the Association as obligee or named insured, as the circumstances may require, and in such amounts as the Board of Directors deems appropriate or as otherwise required by applicable law, and which shall contain waivers of any defense based on the exclusions of persons who serve without compensation; provided, where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent

shall maintain its own fidelity bond, at its sole expense, which shall name the Association as an additional obligee.

(e) Directors and officers liability insurance including a "Legal Expense Indemnity Endorsement," affording coverage for expenses incurred in defending any suit or settling any claim, judgment or action to which such officer or director is a party by reason of service as such officer or director.

(f) Such other insurance for the benefit of the Association as the Board of Directors shall deem reasonably necessary or prudent.

2. PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION.

Premiums for all insurance and bonds required to be carried under Section 1 hereof or otherwise obtained by the Association shall be an expense of the Association, and shall be included in the annual assessments. The Association shall maintain and make available for inspection a copy of all insurance policies maintained by the Association.

3. POLICY PROVISIONS.

All insurance policies shall provide that they shall not be canceled or substantially modified without at least thirty (30) days prior written notice to the Declarant and the Association. Such insurance shall also contain, where applicable, a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or the Owners. All insurance policies shall be written by financially responsible carriers licensed to transact business within the State of Maryland.

4. CASUALTY AND CONDEMNATION.

(a) Casualty. In case of loss or damage to the Common Area by fire or other casualty, the Board of Directors or its agent shall, on behalf of the Association and the Members, settle and adjust any claim under insurance policies which insure against such risks and deduct therefrom costs and expenses of collection (including attorneys' fees and expenses), and collect any such insurance proceeds. Each Owner hereby assigns, transfers and sets over unto the Association, all insurance proceeds, rights of action or other claims with respect to any damage or destruction of the Common Area. Any and all insurance proceeds received by the Association by reason of any damage or destruction of the Common Area, after deducting therefrom all of its expenses, including attorneys' fees, shall be used for the cost of the rebuilding or restoration of the Common Area to substantially the condition it was in prior to the casualty, unless at least two-thirds (2/3) of the votes of the Members of the Association shall decide not to repair or reconstruct at a meeting of the membership duly called for such purpose. If the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the Members, the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area 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 reasonable discretion.

(b) Condemnation. The Board of Directors, immediately upon obtaining knowledge of the threat of the institution or the institution of any proceeding for the condemnation of the Common Area or any portion thereof, shall notify all Owners in writing of the pendency thereof. Each Owner hereby assigns, transfers and sets over unto the Association, all compensation, rights of action, the entire proceeds of any award and any claim for damages for any of the Common Area (other than

those located upon its Lot) taken or damaged under the power of eminent domain or by condemnation or by sale in lieu thereof. The Association may, at its option, commence, appear in and prosecute, in its own name and on behalf of all of the Members, any action or proceeding with respect to the Common Area, or make any compromise or settlement in connection with such condemnation or taking under the power of eminent domain or sale in lieu thereof. After deducting therefrom all of its expenses, including attorneys' fees, the Association may elect to apply the proceeds of the award to the restoration or rebuilding of the Common Area. If the improvements are not to be rebuilt or restored pursuant to a vote by the Owners as provided in subsection (a) above, and no alternative improvements are authorized by the Owners, then and in that event the remaining Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In such event, any excess award 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 reasonable discretion.

5. REPAIR AND RECONSTRUCTION OF COMMON AREA. If any improvements on the Common Area are damaged or destroyed, and the proceeds of insurance (or, in the event of a condemnation, any award) 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 Owners, levy a special assessment against all Owners in order to cover the deficiency (including but not limited to any deductible amount) in the manner provided in Article IX hereof. If the proceeds of insurance or the condemnation award 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 in its reasonable discretion.

6. HAZARD INSURANCE ON IMPROVED LOTS. Each 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, excluding land, foundation and excavation.

7. OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE. 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 done in accordance with the plans and specifications for such improvements originally approved by the Declarant or the Architectural Review Committee unless the Owner desires to construct improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the improvements and such other information as shall be required by 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, and the Owner does not otherwise restore such improvements, then the Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris.

ARTICLE XI RIGHTS OF MORTGAGEES

1. GENERAL. Regardless of whether a Mortgagee in possession of a Lot is its Owner, (i) such Mortgagee in possession shall have all of the rights under the provisions of this Declaration, the Plats, the articles of incorporation and the

bylaws of the Association and applicable law, which would otherwise be held by such Owner, and (ii) the Association and each other 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 Owner of the Lot. Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the articles of incorporation and the bylaws of the Association and applicable law) bear all of the obligations under the provisions thereof which are borne by the Owner of such Lot; 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 Owner to satisfy any of the same.

2. **INSPECTION; STATEMENT AND NOTICE.** A Mortgagee shall, upon written request to the Association, which request shall set forth the mailing address for notices to such Mortgagee, be entitled to:

(a) inspect the Association's books and records during normal business hours;

(b) receive an annual financial statement of the Association within ninety (90) days after the end of any fiscal year of the Association;

(c) be given timely written notice of all meetings of the membership, and designate a representative to attend all such meetings; and

(d) be given timely written notice of the occurrence of any substantial damage to or destruction of the Common Area, or if the Common Area is made the subject of any condemnation or eminent domain proceeding or the acquisition thereof is otherwise sought by any condemning authority.

ARTICLE XII **MISCELLANEOUS**

1. **TERM.** Except where permanent easements or other permanent rights or interests are herein created, this Declaration shall run with and bind the title to the Property (including the Lots) for a period of forty (40) 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 signed by the then Owners of two thirds (2/3) of the Lots subject to the Declaration has been recorded stating that this Declaration shall expire at the end of the then current term.

2. **ENFORCEMENT.**

(a) The provisions of this Declaration shall be enforceable by the Declarant, the Association, each Owner and their respective legal representatives, successors and assigns, by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain the violation or to recover damages, or both.

(b) In acquiring title to any Lot, the purchaser or purchasers violating or attempting to violate any provision of this Declaration, agree to reimburse the Declarant and/or the Association, within thirty (30) days of written demand, for all costs and expenses incurred as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees, to the same extent that an Owner is liable for an

assessment levied against its Lot. The liability for such costs shall also be the personal obligation of such Owner.

(c) The Association, acting through the Architectural Review Committee and/or the Board of Directors, or the Declarant, shall each also have the right, but not the obligation upon (i) thirty (30) days prior written notice to any Owner with respect to the exterior of any dwelling; (ii) ten (10) days for yard maintenance; and (iii) twenty-four (24) hours for snow removal, and, in any case, such shorter period as may be necessary if an emergency situation exists which poses imminent danger to persons or property, to abate and remove any breach or violation of the provisions of this Declaration by any Owner or other person or entity at the cost and expense of the defaulting party, all in accordance with the provisions of Article IX hereof; provided, that if any such abatement or removal requires altering or demolishing any item of construction, judicial proceedings shall be instituted prior to executing any such alteration or demolition. The Association and the Declarant shall have the further right, but not the obligation, through its agents, employees or committees, including but not limited to the Architectural Review Committee, upon fifteen (15) days' notice, or such shorter period as may be reasonably necessary under the circumstances, to enter upon and inspect the exterior of any Lot at any reasonable time, for the purpose of ascertaining whether any violation of the provisions of this Declaration exist. Such right of entry shall be exercised in accordance with the provisions of Article III, Section 4 of this Declaration. Neither the Association, the Declarant, nor any agent or employee, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

3. **NO WAIVER.** The failure or forbearance by the Declarant or the Association to enforce any covenant, restriction or provision herein contained shall in no event be deemed a waiver of the right to thereafter enforce such covenants, restrictions or provisions.

4. **COVENANTS TO RUN WITH LAND.** Each conveyance of a Lot, or of any interest in a Lot, or of the Common Area, or any portion thereof, by the Declarant, any Builder, or any Owner, shall be deemed to be subject to this Declaration, whether or not the deed of conveyance shall so state, to the effect that the covenants and restrictions contained herein shall run with the title to each Lot and the Common Area, as applicable, and be binding on and benefit all parties having or acquiring any right, title or interest in such real property; provided that they shall not be deemed to be part of a general plan or scheme of development and use for, or to be covenants running with, binding upon, benefiting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to), any parcel of land retained by the Declarant or any other person that has not been expressly subjected to the provisions of this Declaration pursuant to the provisions of Article II.

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, by ordinary mail, postage paid, 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. Any notice to be sent to Declarant shall be deemed to have been properly sent when mailed, postage prepaid, to Summit Ridge Limited Partnership, c/o Magna Holdings VII, Inc., Suite 2100, 25 South Charles Street, Baltimore, Maryland 21201, and to Koren Development Company, Inc., Suite 304, 8815 Centre Park Drive, Columbia, Maryland 21045, or to any other address that Declarant may specify in a notice mailed to the Association.

6. **SEVERABILITY.** Invalidation of any one of the provisions of this Declaration by judgment, decree or order shall

in no way affect any other provisions hereof, each of which shall remain in full force and effect.

7. 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.

8. AMENDMENT.

(a) For so long as there is a Class B membership of the Association, this Declaration may be amended by the vote (in person or by proxy) at a meeting of the Association duly called for such purpose, or written consent of (i) at least two-thirds (2/3) of the Class A Members of the Association, and (ii) the Declarant; provided, in either case, notice of the proposed amendment shall have been given to all members of the Association as required by the bylaws. Following the lapse of the Class B membership in the Association, this Declaration may be amended with the vote (in person or by proxy) at a meeting of the Association duly called for such purpose, or written consent of, at least two-thirds (2/3) of the Class A Members of the Association; provided, in either case, notice of the proposed amendment shall have been given to all members of the Association as required by the bylaws. The foregoing amendment procedure shall not apply to the Declarant's unilateral right to annex additional land to the Property subject to this Declaration as set forth in Article II hereof. Notwithstanding anything to the contrary contained herein, in no event may any of Declarant's rights or privileges under the articles of incorporation or bylaws of the Association or this Declaration be terminated, altered or amended without Declarant's prior written consent. Anything contained in the provisions of this Declaration to the contrary notwithstanding, the provisions of Article IV, Section 33 may be amended by the majority vote of the Members at a meeting of the Membership.

(b) An amendment or modification shall be executed by the President or Vice-President and Secretary of the Association, who shall certify that the amendment or modification has been approved as hereinabove provided, and by the Declarant, for so long as there is a Class B Membership. The amendment shall be recorded in the Land Records. 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 Owner, other than the Declarant, hereby grants to the President or Vice-President and Secretary of the Association, an irrevocable power of attorney to act for and on behalf of each and every Owner in certifying, executing and recording said instrument.

(c) Anything set forth herein to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, (i) if any governmental or quasi-governmental authority providing federal mortgage loan financing for any Lot shall require such action as a condition precedent to the approval by such agency of the Property or any Lot for federally-approved mortgage financing purposes; (ii) if required by the Town of Mount Airy or Carroll County, Maryland;

or (iii) for the purpose of correcting technical or typographical errors or for clarification only.

WITNESS the hands and seals of the parties hereto on the day hereinabove first written.

WITNESS:

SUMMIT RIDGE LIMITED PARTNERSHIP

By: Magna Holdings VII, Inc.
General Partner

Judith A. Clark

By: Joseph Meyerhoff II (SEAL)
Joseph Meyerhoff II
President

WITNESS:

Dolores M. Fleming

Charles C. Holman (SEAL)
Charles C. Holman, TRUSTEE

Scott C. Nicholson (SEAL)
Scott C. Nicholson, TRUSTEE

WITNESS:

THE COLUMBIA BANK

By: Kathleen E. Ashby (SEAL)
Name: KATHLEEN E. ASHBY
Title: VICE PRESIDENT

WITNESS:

POWERS HOMES AT SUMMIT RIDGE, INC.

Nicole S. Pomeroy

By: Jeffrey B. Powers (SEAL)
Jeffrey B. Powers
President

WITNESS:

MOUNT BAY, INC.

Susan L. Tetlow

By: Richard H. Jenkins (SEAL)
Richard H. Jenkins
President

WITNESS:

Jan B. Rodheaver

George Decker (SEAL)
GEORGE DECKER, TRUSTEE

WITNESS:

Jan B. Rodheuser

Raymond Schliessler (SEAL)
RAYMOND SCHLISSLER, TRUSTEE

WITNESS:

PROVIDENT BANK OF MARYLAND

Jan B. Rodheuser

By: George D. Becker (SEAL)
Name: GEORGE D. BECKER
Title: VICE PRESIDENT

WITNESS:

Dolores M. Fleming

Scott C. Nicholson (SEAL)
SCOTT C. NICHOLSON, TRUSTEE

WITNESS:

Dolores M. Fleming

Charles Holman (SEAL)
CHARLES HOLMAN, TRUSTEE

WITNESS:

THE COLUMBIA BANK

Dolores M. Fleming

By: Kathleen E. Ashby (SEAL)
Name: KATHLEEN E. ASHBY
Title: VICE PRESIDENT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 19th day of July, 1996, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared Joseph Meyerhoff II, who acknowledged himself to be the duly authorized President of Magna Holdings VII, Inc., General Partner of SUMMIT RIDGE LIMITED PARTNERSHIP, the Declarant named in the foregoing instrument, and as such officer, being authorized to do so, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained on behalf of said entities.

AS WITNESS my hand and seal.

Roberta S. Peck
Notary Public

My Commission Expires: 12-26-98

[NOTARIES CONTINUE ON NEXT PAGE]

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY that on this 26th day of July, 1996, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared CHARLES C. HOLMAN, TRUSTEE, and SCOTT C. NICHOLSON, TRUSTEE, being authorized to do so, executed the foregoing Declaration of Covenants, Conditions and Restrictions, as Trustees, for the purposes therein contained by signing their names as such Trustees, and acknowledged that the foregoing is their act and deed.

AS WITNESS my hand and seal.

Dolores M. Fleming
Notary Public

My Commission Expires: 9-23-97

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY that on this 26th day of July, 1996, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared Kathleen E. Ashby who acknowledged him/herself to be a duly authorized Vice President of THE COLUMBIA BANK, the Lender named in foregoing instrument, and as such officer, being authorized to do so, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained by signing the name of the said entity by him/herself as such officer, and acknowledged that the foregoing is the act and deed of said entity.

AS WITNESS my hand and seal.

Dolores M. Fleming
Notary Public

My Commission Expires: 9-23-97

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY that on this 31st day of July, 1996, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared JEFFREY B. POWERS, who acknowledged himself to be the duly authorized President of POWERS HOMES AT SUMMIT RIDGE, INC., and as such officer, being authorized to do so, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained by signing the name of the said entity by himself as such officer, and acknowledged that the foregoing is the act and deed of said entity.

AS WITNESS my hand and seal.

Nicole S. Pomeroy
Notary Public

My Commission Expires: 5-14-2000

[NOTARIES CONTINUE ON NEXT PAGE]

STATE OF MARYLAND, COUNTY OF Cannell, TO WIT:

I HEREBY CERTIFY that on this 24th day of July, 1996, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared RICHARD H. JENKINS, who acknowledged himself to be the duly authorized President of MOUNTBAY, INC., and as such officer, being authorized to do so, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained by signing the name of the said entity by himself as such officer, and acknowledged that the foregoing is the act and deed of said entity.

AS WITNESS my hand and seal.

Brenda S. Matt
Notary Public

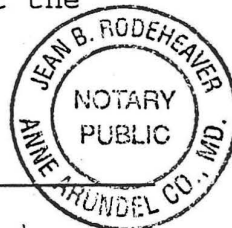
My Commission Expires: May 5, 1998

STATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY that on this 12th day of August, 1996, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared GEORGE DECKER and RAYMOND SCHLISSLER, TRUSTEES, being authorized to do so, executed the foregoing Declaration of Covenants, Conditions and Restrictions, as the Powers Trustees, for the purposes therein contained by signing their names as the Powers Trustees, and acknowledged that the foregoing is their act and deed.

AS WITNESS my hand and seal.

Jean B. Rodeheaver
Notary Public



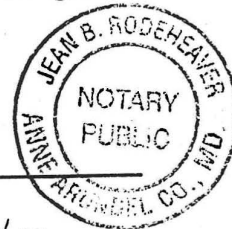
My Commission Expires: 11/30/99

STATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY that on this 12th day of August, 1996, before me, the subscriber, a Notary Public for the State of Maryland, personally appeared George D. Decker, who acknowledged himself to be a duly authorized Vice President of PROVIDENT BANK OF MARYLAND, the Powers Lender named in the foregoing instrument, and, as such officer, being authorized to do so, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained by signing the name of the said entity by himself as such officer, and acknowledged that the foregoing is the act and deed of said entity.

AS WITNESS my hand and seal.

Jean B. Rodeheaver
Notary Public



My Commission Expires: 11/30/99

[NOTARIES CONTINUE ON NEXT PAGE]

STATE OF MARYLAND, COUNTY OF Carroll : TO WIT:

I HEREBY CERTIFY that on this 26th day of July, 1996, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared SCOTT C. NICHOLSON AND CHARLES C. HOLMAN TRUSTEES, being authorized to do so, executed the foregoing Declaration of Covenants, Conditions and Restrictions, as the Mountbay Trustees, for the purposes therein contained by signing their names as the Mountbay Trustees, and acknowledged that the foregoing is their act and deed.

AS WITNESS my hand and seal.

Dolores M. Fleming
Notary Public

My Commission Expires: 9-23-97

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY that on this 26th day of July, 1996, before me, the subscriber, a Notary Public for the State of Maryland, personally appeared Kathleen E. Ashby who acknowledged ~~himself~~ ^{her} to be a duly authorized Vice President of THE COLUMBIA BANK, the Mountbay Lender named in the foregoing instrument, and, as such officer, being authorized to do so, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained by signing the name of the said entity by herself as such officer, and acknowledged that the foregoing is the act and deed of said entity.

AS WITNESS my hand and seal.

Dolores M. Fleming
Notary Public

My Commission Expires: 9-23-97

THE UNDERSIGNED hereby certifies that the within instrument has been prepared by the undersigned, an attorney admitted to practice law before the Court of Appeals of Maryland.

Nancy Haas
Nancy Haas

SUMMIT RIDGE COMMUNITY ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT A

DESCRIPTION OF THE INITIAL PROPERTY

BEING KNOWN AND DESIGNATED AS Lots 1 thru 14, Parcel 'A,' Thornberry Court, Scotch Heather Avenue, Buffalo Road and Cotton Wood Avenue, as shown on the Plat entitled, "FINAL PLAT, Lots 1 thru 14 and Parcel 'A', Section One, Summit Ridge" which Plat is recorded among the Land Records of Carroll County, Maryland, in Plat Book 41, Page 19; as amended with respect to Lots 1 and 2 as shown on the Plat entitled "Amended Final Plat, Lots 1A and 2A, Section One, Summit Ridge," which Plat is recorded among the Land Records of Carroll County, Maryland, in Plat Book 41, Page 35; and

BEING KNOWN AND DESIGNATED AS Lots 15 thru 37, Scotch Heather Avenue, Summer Sweet Lane and Butternut Circle, as shown on the Plat entitled, "Final Plat, Lots 15 thru 37, Section One, Summit Ridge," which Plat is recorded among the Land Records of Carroll County, Maryland, in Plat Book 41, Page 20.

NOTE: All Roads and Street Dedication Areas are intended to be conveyed to the Town of Mount Airy. Parcel A, as shown on the Plat recorded in Liber 41, Page 19, containing 0.1486 acres, is to be conveyed to the adjoining property owner.

SUMMIT RIDGE COMMUNITY ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT B

DESCRIPTION OF LAND WHICH MAY BE ADDED TO THE PROPERTY

April 13, 1994 BOOK 1 833 PAGE 0899

PROPERTY DESCRIPTION
(Northwest Annexation Parcel)

A proposed 137.841 acre, more or less, parcel of land to be annexed into the Town of Mt. Airy in the 13th Election District of Carroll County, Maryland.

Beginning for the same at a concrete monument (found), said monument designated as "Concrete Monument No. 113" on a line of the original annexation, of the Town of Mt. Airy, thence binding upon said original annexation the following three (3) courses and distances:

1. North $65^{\circ}34'10''$ West 436.07 feet to a point; thence,
2. South $65^{\circ}28'46''$ West 726.82 feet to a point; thence;
3. South $65^{\circ}57'03''$ West 11.62 feet to a point in the center of Buffalo Road, thence running for proposed lines of annexation the following twenty-one (21) courses and distances:
 4. North $38^{\circ}58'34''$ West 911.09 feet to a point, thence leaving the center of said Buffalo Road;
 5. North $33^{\circ}36'47''$ East 1,129.66 feet to a point; thence,
 6. North $25^{\circ}15'13''$ West 501.54 feet to an iron pipe; thence,
 7. South $60^{\circ}14'47''$ West 500.25 feet to a point in the center of Buffalo Road, thence binding upon the said center of road, the following seven (7) courses and distances:
 8. North $00^{\circ}49'42''$ East 424.50 feet to a point; thence,
 9. North $05^{\circ}48'57''$ West 80.17 feet to a point; thence,
 10. North $11^{\circ}11'24''$ West 70.30 feet to a point; thence,

page 2

April 13, 1994

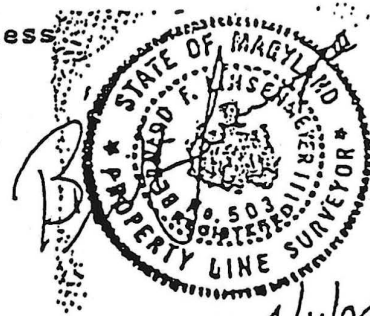
PROPERTY DESCRIPTION

(Northwest Annexation Parcel)

11. North $17^{\circ}42'07''$ West 304.30 feet to a point; thence,
12. North $15^{\circ}33'00''$ West 202.05 feet to a point; thence,
13. North $21^{\circ}44'14''$ East 111.71 feet to a point; thence,
14. North $18^{\circ}49'35''$ East 213.26 feet to a point; thence,
leaving said center of road;
15. South $89^{\circ}31'13''$ East 460.59 feet to a point; thence,
16. North $69^{\circ}44'47''$ East 56.70 feet to a point; thence,
17. South $89^{\circ}31'13''$ East 1,168.68 feet to a point; thence,
18. South $50^{\circ}47'55''$ East 627.13 feet to a point; thence,
19. South $18^{\circ}55'39''$ East 361.80 feet to a stone (found);
thence,
20. South $21^{\circ}46'39''$ West 401.94 feet to a point; thence,
21. South $69^{\circ}36'54''$ East 267.40 feet to a point; thence,
22. South $12^{\circ}28'28''$ East 409.20 feet to a point; thence,
23. South $03^{\circ}24'30''$ West 389.88 feet to a point; thence,
24. South $33^{\circ}40'16''$ West 2.51 feet to a point designated
as "Concrete Monument No. 112" of the existing town
boundary; thence, binding upon the outline of the
existing town boundary;
25. South $33^{\circ}40'16''$ West 1,324.00 feet to the point of
beginning.

Containing 137.841 acres of land, more or less

SAVING AND EXCEPTING THE PROPERTY DESCRIBED ON
EXHIBIT A AND ANY PROPERTY NOW OR HEREAFTER
CONVEYED TO THE TOWN OF MOUNT AIRY AND/OR
CARROLL COUNTY, MARYLAND.



4/11/94

SUMMIT RIDGE COMMUNITY ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT C

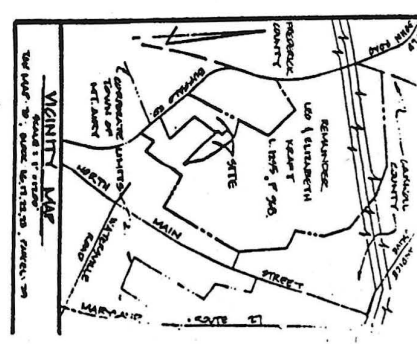
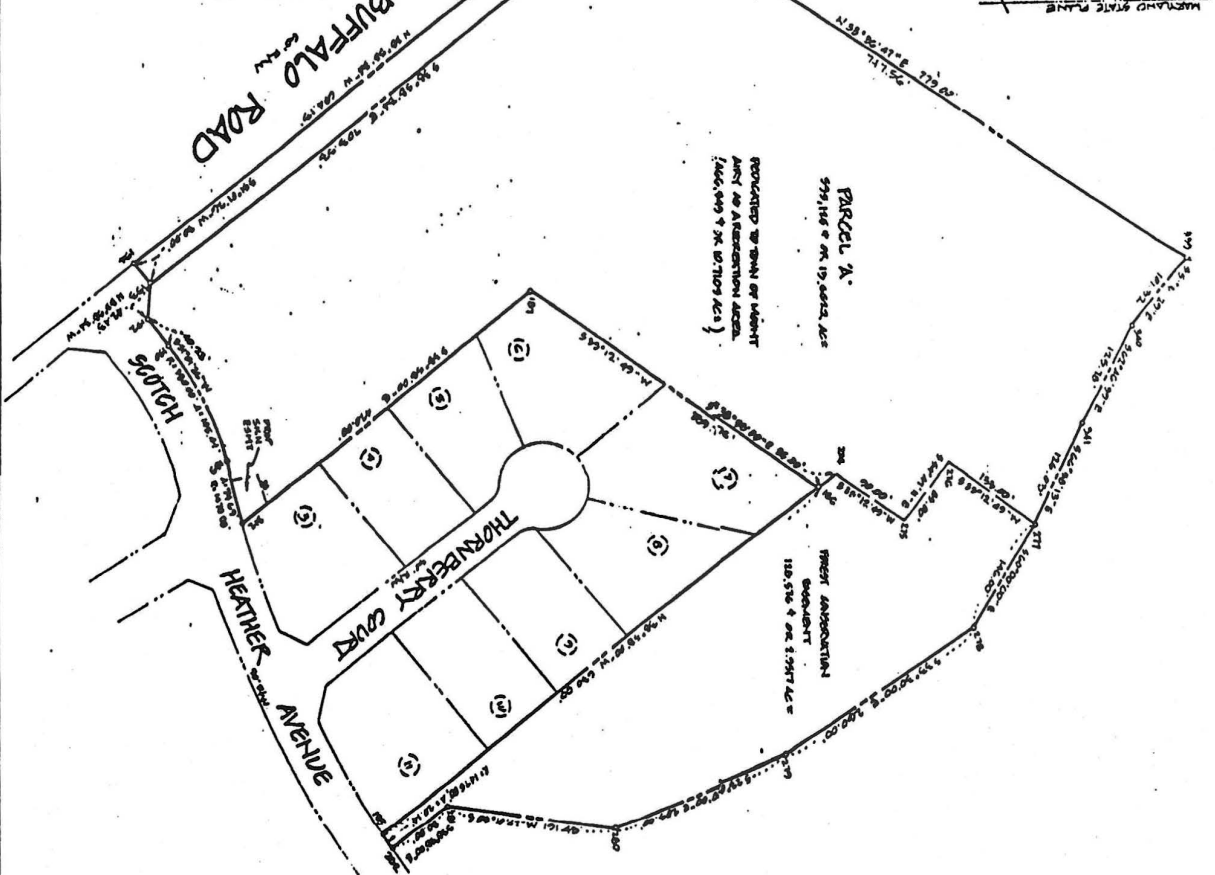
PLAT SHOWING A PORTION OF SIGN EASEMENT

POINT	COORDINATES	ELEVATION
100	525,210.8173	165,476.5700
101	525,210.8173	165,476.5700
102	525,210.8173	165,476.5700
103	525,210.8173	165,476.5700
104	525,210.8173	165,476.5700
105	525,210.8173	165,476.5700
106	525,210.8173	165,476.5700
107	525,210.8173	165,476.5700
108	525,210.8173	165,476.5700
109	525,210.8173	165,476.5700
110	525,210.8173	165,476.5700
111	525,210.8173	165,476.5700
112	525,210.8173	165,476.5700
113	525,210.8173	165,476.5700
114	525,210.8173	165,476.5700
115	525,210.8173	165,476.5700
116	525,210.8173	165,476.5700
117	525,210.8173	165,476.5700
118	525,210.8173	165,476.5700
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123	525,210.8173	165,476.5700
124	525,210.8173	165,476.5700
125	525,210.8173	165,476.5700
126	525,210.8173	165,476.5700
127	525,210.8173	165,476.5700
128	525,210.8173	165,476.5700
129	525,210.8173	165,476.5700
130	525,210.8173	165,476.5700

COORDINATES ARE BASED ON MERCATOR STATE COORDINATE SYSTEM 1983 AND 21

PT	X	Y	ANGLE DATA		DIST
			BEARING	DISTANCE	
1	525,210.8173	165,476.5700	0.0000	0.0000	0.0000
2	525,210.8173	165,476.5700	0.0000	0.0000	0.0000
3	525,210.8173	165,476.5700	0.0000	0.0000	0.0000
4	525,210.8173	165,476.5700	0.0000	0.0000	0.0000
5	525,210.8173	165,476.5700	0.0000	0.0000	0.0000
6	525,210.8173	165,476.5700	0.0000	0.0000	0.0000
7	525,210.8173	165,476.5700	0.0000	0.0000	0.0000
8	525,210.8173	165,476.5700	0.0000	0.0000	0.0000
9	525,210.8173	165,476.5700	0.0000	0.0000	0.0000
10	525,210.8173	165,476.5700	0.0000	0.0000	0.0000

NAME: [Blank] DISTRICT: [Blank]
 PLANNING COMMISSION
 DATE: [Blank]



OWNER'S CERTIFICATION AND DECLARATION
 I, the undersigned, being the owner of the above described property, do hereby certify that the information contained herein is true and correct to the best of my knowledge and belief, and that I have no knowledge of any facts or circumstances which would render the information herein false or misleading in any material particular.
 DATE: 12/12/05
 SIGNATURE: [Signature]

OWNER'S CERTIFICATION AND DECLARATION
 I, the undersigned, being the owner of the above described property, do hereby certify that the information contained herein is true and correct to the best of my knowledge and belief, and that I have no knowledge of any facts or circumstances which would render the information herein false or misleading in any material particular.
 DATE: [Blank]
 SIGNATURE: [Blank]

FINAL PLAT
PARCEL A
SUMMIT RIDGE
 SITUATED ON BUFFALO ROAD
 TOWN OF MOUNT AGENCY
 THURSTONE ELECTRIC DISTRICT
 CARROLL COUNTY, MARYLAND
 DECEMBER, 1995

SCALE: 1" = 100'
 DECEMBER, 1995
VANMAR ASSOCIATES INC.
 ENGINEERS, SURVEYORS, PLANNERS

MR. CLERK: Upon recordation, please return this instrument to:

Nancy Haas, Esquire
Abramoff, Neuberger and Linder, LLP
Suite 800
250 West Pratt Street
Baltimore, Maryland 21201
(410) 539-8300

BOOK 1833 PAGE 0905

Lots 1A and 2A (Book 41 Page 35); Lots 3-14, Parcel A, All Roads
(Book 41 page 19); Lots 15-37, All Roads (Book 41, Page 20)

IMP FD SURE \$	2.00
RECORDING FEE	75.00
TOTAL	77.00
Res# CR02	Rec# 43658
LMS JLS	Blk # 3922
AUG 27, 1996	02:20 PM

State of Maryland Land Instrument Intake Sheet
Baltimore City County: Carroll County

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

CLERK OF BALTIMORE COUNTY
Space Reserved for County Validation

RECEIVED IN DEPOSIT COURT
AUG 27 2 07 PM '96

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
Cite or Explain Authority

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other

6 Description of Property
SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Nancy Haas
Firm: Abramoff, Neuberger and Linder, LLP
Address: Suite 800, 250 West Pratt Street
Baltimore, Maryland 21201 Phone: (410) 539-8300

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Will the property being conveyed be the grantee's principal residence?
Does transfer include personal property? If yes, identify:
Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line
Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification
Transfer Number, Date Received, Deed Reference, Assigned Property No.
Year, Land, Buildings, Total, Geo., Zoning, Use, Town Cd., Map, Grid, Parcel, Ex. St., Sub, Plat, Section, Ex. Cd., Block, Lot, Occ. Cd.

REMARKS:
Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

Space Reserved for County Validation