

WATERBURY FOREST
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Declaration"), dated this 22nd day of October, 2009, by CROWNSVILLE INVESTMENTS, LLC, a Maryland limited liability company (the "Declarant").

Explanatory Statements

Crownsville Investments, LLC, is the fee simple owner and developer of the residential subdivision situate in Anne Arundel County, Maryland, known as "WATERBURY FOREST" (the "Subdivision"), consisting of all of the land shown on the Subdivision Plats recorded among the Land Records of said County in Plat Book 282, pages 47 through 48, inclusive (Plats Nos. 14673 through 14674, inclusive) (the "Plats").

INSTRUMENT \$	20.00
RECORDING FEE	75.00
TOTAL	95.00
REPT #	27097
BLK #	219
DATE	03:34 PM
DATE	Oct 30, 2009

The Declarant has previously executed and recorded a Declaration of Covenants, Conditions, Restrictions and Easements for the Waterbury Forest subdivision recorded among the Land Records of Anne Arundel County at Liber 18698, folio 414, *et seq.* (the "Original Declaration"). The Original Declaration, in part, establishes the authority and sets forth the responsibilities of the Waterbury Forest Homeowners Association, Inc.

By the execution, acknowledgment and recordation of this Amended and Restated Declaration (the "Declaration"), the Declarant intends to amend, modify and restate the covenants, conditions, restrictions and easements set forth below, which are for the purpose of protecting the value and desirability of the Property and the Lots. This Declaration shall supersede the Original Declaration in all respects.

Declaration

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

NO TAXES NECESSARY

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 CLERK COURT, A.A. COUNTY
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ARTICLE I Definitions

Section 1. "Association" shall mean and refer to Waterbury Forest Homeowners Association, Inc., a Maryland non-stock corporation, its successors and assigns.

Section 2. "Bylaws" shall mean the initial bylaws of the Association, a copy of which is attached hereto as Exhibit A.

Section 3. "Builder" shall mean any recognized homebuilder to which the Declarant may sell any Lot for the construction of a dwelling unit thereon.

Section 4. "Common Areas" shall mean all real property (including the improvements thereto, if any), owned by the Association for the common use and enjoyment of the Owners, including but not limited to reserved open spaces, recreation areas, maintenance areas, non-tidal wetlands, buffer areas, natural resource districts, steep slopes, private streets, storm water detention facilities, and any other real property or other facilities which the Association owns or with respect to which it is a licensee, or grantee or beneficiary of an easement, for the common use and enjoyment of the Owners.

Section 5. "Developer Control Period" shall mean the period of time commencing on the date of recordation of this Declaration, and expiring on the date on which the Declarant no longer holds a majority of the votes which may be cast pursuant to Article III, Section 2.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties intended for development as a single family building lot.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Property" or "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II Property Rights

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

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

- (b) the right of the Association to suspend the voting rights and rights to use of the recreational facilities by an owner for any period during which any assessment against their Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and,
- (c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Areas and facilities to the members of their family, their tenants, or contract purchasers who reside on the property.

ARTICLE III Membership and Voting Rights

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

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

- (a) Class A - Class A members shall be all Owners with the exception of the Declarant and Builder, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
- (b) Class B - Class B members shall be the Declarant and Builder and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 - (i) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership; or
 - (ii) on December 31, 2015.

Figure 1

Figure 1

- Figure 1

Figure 1

Figure 1

- Figure 1

Figure 1

Common Areas, including fixtures and personal property related thereto; provided that any such Special Assessment shall have the assent of two-thirds ($\frac{2}{3}$) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots and may be collected in an annual, semi-annual, quarterly or monthly installments, in the discretion of the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Dates; Deficits. The Annual Assessments and Special Assessments provided for herein shall commence as to each Lot on the date that a Certificate of Occupancy is issued with respect to the dwelling to be constructed on such Lot; provided, however, that the Declarant and any Builder shall be exempt from the payment of Annual Assessments and Special Assessments. The first Annual Assessment shall be adjusted according to the number of days remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments for a specific Lot shall be binding upon the Association as of the date of its issuance. During the Developer Control Period the Declarant shall be responsible for the payment of any budget deficits incurred by the Association.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest from the due date at the rate of eighteen (18.0%) per annum. The Association may (a) bring an action at law against the Owner personally obligated to pay the same, (b) enforce the lien pursuant to the Maryland Contract Lien Act, Title 14, Subtitle 2 of the Real Property Article, Annotated Code of Maryland, or (c) foreclose the lien against the property under the appropriate provisions of the Annotated Code of Maryland and the Maryland Rules of Procedure, and the costs of collection and reasonable attorneys fees of any such action shall be added to the amount of such assessment or claim. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No voluntary sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority;
- (b) the Common Areas; and
- (c) any Lot owned by the Declarant or a Builder.

ARTICLE V **Architectural Control**

Section 1. Review Required. No building, fence, wall, swimming pool or other structure, driveway, sidewalk, mailbox, landscaping or other improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration or improvement, including change of colors, wherein or thereon, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, elevation and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Review Committee (the "ARC") composed of three (3) individuals who shall be appointed by the Declarant until such time as construction of homes in the Subdivision (and any additions thereto) terminates, and thereafter by the Board of Directors of the Association. In the event that the ARC fails to approve or disapprove such design and location within forty five (45) days after said plans and specifications, in appropriate form, have been submitted to it, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Items Subject to Review. The ARC shall have the specific authority to review and approve the following types of improvements and aspects thereof:

- (a) Design;
- (b) Size;
- (c) Landscaping;
- (d) Exterior finishes, colors and style, including types of finishes and colors of brick, siding, chimney and roofing materials;

- and colors;
- (e) Lamp post and mailbox (including newspaper receptacles) designs, styles
 - (f) Driveway and sidewalk layouts and materials;
 - (g) Fence styles, materials, colors and locations; and,
 - (h) Deck styles, locations, materials and colors.

Section 3. Criteria. Denial of approval by the ARC may be based upon any ground, including purely aesthetic consideration. In order to provide guidance and to expedite approvals, the ARC may from time to time promulgate lists of materials, colors, finishes and other design elements which are acceptable to the ARC.

Section 4. Expiration of Approval. Construction of improvements in accordance with plans and specifications approved by the ARC pursuant to the provisions of this Article shall commence within one hundred eighty (180) days after the date of such approval and shall be completed within twelve (12) months after the date of approval, or within such other period (whether shorter or longer) as the ARC may specify in its approval, in its sole discretion. In the event that construction is not commenced within the aforesaid 180 day period, then approval of the plans and specifications shall conclusively be presumed to have lapsed and compliance with the provisions of this Article shall again be required. Once construction of approved improvements has commenced, an Owner shall diligently pursue them to completion. After construction, all improvements shall be maintained continuously in strict conformity with the plans and specifications approved by the ARC and all applicable laws and regulations.

Section 5. Declarant and Builder Exempt. Notwithstanding anything to the contrary contained herein, any construction or development upon the Properties by the Declarant (which shall include any work performed by Declarant's agents, employees, and contractors) shall be exempt from the requirement for architectural review and approval as described herein. Additionally, the Declarant, or its assignee, shall have the sole right of architectural review and approval with respect to any improvements constructed by a Builder.

ARTICLE VI

Use Restrictions

Section 1. Permitted Uses. No Lot shall be used except for (a) residential purposes, for single family residences; (b) a sales office, the construction of one or more model homes, and storage of construction materials during the initial construction and sales period; and, (c) construction of single family dwellings for sale.

Section 2. Improvements. No building, accessory building or structure, outdoor play equipment, shed, porch or porch covering, garage, trailer, tent, driveway, back fence, hedge, screen, swimming pool, barn or other structure, either temporary or permanent, shall be allowed,

constructed or altered upon any Lot or dwelling thereon without the plans and specifications of such having been approved by the ARC as to quality of workmanship, design, colors and materials and harmony of same to the project as a whole. No structure built upon any Lot shall have any part of the exterior (including front door trim) painted unless the proposed color thereof has been approved by the ARC. Any dwelling constructed upon one of the Lots shall contain a minimum of one thousand eight hundred (1,800) square feet of living space, measured within the exterior perimeter of the structure, including any garage or carport space.

Section 3. Fences. No fence, wall or walls or other similar type structures shall be allowed except those approved by the ARC.

Section 4. Clotheslines. No drying or airing of any clothing, bedding or similar materials shall be permitted outdoors and within or upon any Lot other than within rear yards and between the hours of 8:00 A.M. and 5:00 P.M. on Monday through Friday and 8:00 A.M. and 1:00 P.M. on Saturdays (except when any such day shall fall upon a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc. shall be stored out of sight other than during the times set forth herein.

Section 5. Lighting and Wiring; Antennae.

(a) Any exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground.

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

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

snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property.

Section 9. Signs. During the sales period no signs may be displayed except those erected by Declarant or Builder. Thereafter, only customary "For Rent" and "For Sale" signs, not exceeding two (2) square feet in size, may be displayed.

Section 10. Animals. No animals, livestock or poultry of any kind shall be kept, raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose. Dogs and cats shall be restrained by a leash when off of the Lot owned by animal's owner.

Section 11. Trash; Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash shall be stored in closed metal containers or containers constructed of other suitable materials and trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and after 6:00 P.M. on days prior to trash collection. No garbage or trash containers shall be kept on the front or side yard of any Lot and garbage and trash containers kept or maintained in the rear yards of any Lot shall be screened from public view at all times. No incinerator shall be kept or maintained upon any Lot.

Section 12. Maintenance of Property. Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the 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, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Review Committee, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or structures thereon, and the cost thereof shall be a binding, personal obligation of such Owner, as an additional assessment on the Lot.

Section 13. Clearing; Grading. NO CONSTRUCTION ON ANY LOT SHALL COMMENCE UNTIL THERE EXISTS A SITE GRADING AND EROSION CONTROL PLAN APPROVED BY ANNE ARUNDEL COUNTY AND ASSOCIATED AGENCIES OF JURISDICTION CONCERNING SUCH PLANS AND THEIR APPROVAL, AND EACH SUCH PLAN SHALL LIMIT CLEARING TO THE AREA OF EACH LOT REQUIRED TO BE CLEARED TO ALLOW FOR ACCESS, SEPTIC SYSTEM, HOUSE SITE, WELL, PERMITTED ACCESSORY BUILDING(S) AND CONSTRUCTION ACCESS. The land shall be used for conservation or private residence purposes only, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, each dwelling

erected, used or maintained on any Lot without the prior written approval of the ARC, as provided herein.

ARTICLE VII

Easements

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the Plat of the Subdivision or as may be or may have been required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, 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 access to the property subject to such easements. Such easements may contain rights of ingress and egress. The Declarant and Builder shall have (and the Declarant hereby establishes and reserves) an easement for the purpose of ingress and egress to all Lots which shall remain in effect until three (3) years after the completion of the last of the dwellings to be constructed on the Lots for purposes of installing and maintaining any utilities and drainage facilities, correcting drainage and other construction problems that may have occurred, re-grading of Lots and otherwise reconfiguring the topography of each of the Lots. Each Owner, by its acceptance of the title to a Lot subject to this Declaration hereby agrees, at the request of the Declarant, to join in and execute such easements, grading and site plan revisions and other documents as may reasonably be required to effect such installations, corrections and/or changes.

ARTICLE VIII

General Provisions

Section 1. Grades and Slopes. There is expressly reserved unto the Declarant, its successors and assigns, the sole and exclusive right to establish grades and slopes (including surface and subsurface drainage) on all unsold and unimproved lots, and to fix the grade at which any dwelling or other structure shall hereafter be erected or placed thereon so that the same shall conform to a general plan for the uniform development of the Subdivision, subject only to compliance with the regulations of public authorities having control thereof, if any, and the provisions of Article VI hereof.

Section 2. Enforcement. The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Separability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the land, for a term of twenty (20) years

from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by seventy five percent (75%) of each class of members. Notwithstanding, and in addition to, any other provision of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations, the Declarant shall have the right, and hereby reserves the sole right and authority, to be exercised in its sole discretion without the consent of any other person, at any time and from time to time while it owns any Class B membership, if so required by the FNMA, the FHLMC, the VA, the FHA or any other governmental or quasi-governmental agency, to amend, modify or add to the provisions of this Declaration, and the other documents and instruments relating to the Association or the Property as need therefore be made. Such right also is reserved to comply with the requirements of any lender or title insurance company, provided such amendments, modifications or additions made pursuant to the requirements of any lender or title insurance company do not adversely or materially affect the interests in the Property of the Owners or mortgagees of any Lots. Any such amendments, modifications of, or additions to this Declaration by the Declarant shall be effective on the date specified in the written instrument effecting the same, if any, or, if none, on such date as the instrument is recorded among the Land Records for the jurisdiction in which this Declaration is recorded. No amendment to this Declaration, the Bylaws or the Articles of Incorporation may be made, which affect a Builder's rights or obligations while a Builder has any of the Property under contract or owns any portion of the Property, without the Builder's prior written consent.

Section 5. Annexation. Additional residential property and Common Areas may be annexed to the Properties by the Declarant, without the necessity for consent by the Association, or any of the Owners, for a period of time expiring ten (10) years from the date hereof, by the filing of an Amended Declaration for that purpose, and such property and/or lots shall be treated in the same manner as the Lots subject to this Declaration.

Section 6. Deeds of Trust. The use herein of the word "mortgage" shall be deemed to mean a deed of trust where such security instrument is used in lieu of or instead of a mortgage.

Section 7. Non-Applicability to Other Property. The covenants, conditions and restrictions and easements set forth herein shall apply only to the property described hereinabove, and shall create no rights, benefits, burdens or obligations with respect to any other property owned by Declarant, its successors or assigns unless expressly annexed.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on its behalf, by its duly authorized officer, as of the day and year first written above.

WITNESS/ATTEST:

CROWNSVILLE INVESTMENTS, LLC
a Maryland limited liability company

By: (SEAL)
Gary W. Koch, Managing Member

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

I HEREBY CERTIFY, that on this 22nd day of October, 2009, before me, the subscriber, a Notary Public of the State of and County aforesaid, personally appeared GARY W. KOCH, who acknowledged himself to be the Managing Member of CROWNSVILLE INVESTMENTS, LLC (the "Company"), and that such Authorized Person, being authorized so to do, he executed the foregoing instrument on behalf of the Company, for the purposes therein contained, by signing in my presence the name of the Company by himself as Managing Member.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Frances M. Johnson
Notary Public
My Commission Expires: 5-11-2013

I HEREBY CERTIFY that this instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]
James C. Praley

After recordation, please return to:

James C. Praley, Esq.
Lessans, Praley & McCormick, P.A.
7419 Baltimore-Annapolis Blvd.
Post Office Box 1330
Glen Burnie, Maryland 21060