

May 30, 2007

Design and Use Restrictions for Brinkley Manor

From the Annexation Agreement:

7. Architectural Guidelines. Owner Developer shall include, in the homeowner association declaration and/or other restrictive covenants ("Declaration") for the PUD which are to be prepared by Owner Developer, covenants prohibiting the construction or exterior modification of improvements hereafter built on the Entire Tract other than in conformance to architectural guidelines and restrictions with respect to the residential and other improvements which may be constructed or located on the Entire Tract (which covenants concerning conformance to such architectural guidelines are referred to herein as the "Architectural Covenants"). The guidelines to be incorporated into the Architectural Covenants shall conform to the principles and policies attached hereto as Exhibit D, subject to such modifications and additions to such attached principles and policies as are required by the Town Planning Commission and/or the Town's Architectural Review Commission ("Architectural Guidelines"), it being understood that, subject to Section 8, the PUD will be developed as a so-called Traditional Neighborhood. The Architectural Covenants shall, after having been approved in writing as to form and substance by the Town (which approval shall not unreasonably be withheld or delayed), be included in the Declaration and Recorded as an encumbrance against all of the Entire Tract and each lot or parcel comprising the Entire Tract, except for any part thereof which, as shown on the Recorded subdivision plat for the PUD, is to be a public road or otherwise dedicated to public use. A reference to the Architectural Covenants and the rest of the Declaration shall be included in each deed or instrument of conveyance, which shall indicate that the lots and common areas comprising the Entire Tract are subject to a common plan or scheme of development. The Declaration shall provide that the Architectural Covenants may be enforced by (a) Owner Developer, (b) the homeowner association established under the Declaration, and (c) the Town, but not by other persons or entities merely by virtue of their ownership of individual subdivision lots or other parts of the Entire Tract.

8. Open Space. The Town Parcel shall remain undeveloped, and shall be available, through the Declaration and such homeowners association, or through other arrangements satisfactory to the Town, as common open space for the use of persons residing on the Land, or for use as a public park if dedicated and accepted by the Town for such purpose.

From the Development Rights and Responsibilities Agreement:

9. Permissible Uses of the Property. The Property may be used for any purpose permitted under the Zoning Ordinance of the Town, applicable to land zoned R-3 (High-density Residential). In addition, pursuant to the establishment of a Planned Unit Development (PUD) floating zone or designation, the Property may be used in accordance with the provisions of the Zoning Ordinance applicable to planned unit development and any approved plan of subdivision, subject to the terms and conditions, if any, established at the time of approval of the PUD classification or destination.

10. Density of Development. Notwithstanding any limitation to the contrary in the Annexation Agreement between the parties dated November 10, 1999 (the "Annexation Agreement"), the maximum density of development permitted with respect to the property shall be 110 residential units...

19. Building Standards. Nothing in this Agreement or the Annexation Agreement shall apply to or limit the application of present or future building standards or building code requirements now or hereafter in effect or otherwise applicable generally to property in this Town.

From the Architectural Covenants:

The Marley Gate Design Matrix is provided as a guide to assist homeowners, architects, the Annexation Applicant and any subsequent builders engaged in home renovations or remodeling to fully understand the Marley Gate approved plan and the character of the physical environment associated with it.

To achieve the architectural and design goals of the approved plan, it is required that each home owner, architect, and builder become familiar with the Marley Gate Design Matrix. The intent of the Design Matrix is to facilitate creating a more perfect union between the historic Town of New Market and Marley Gate. Our home owners are not destined to live in a home in a town, but rather to live in a "hometown."

EXTERIOR WALLS

Materials

1. Exterior building walls may be constructed of brick, stone, or masonite siding. Cedar shingles may be used as an accent material.
2. Vinyl siding products permitted include Certainteed (Carolina Beaded) or equivalent quality Double 4 or Double 5.
3. Foundation walls shall be constructed of brick, stone, concrete, or concrete pressed with a brick pattern.

Forms and types

1. All building materials and colors must be submitted to the town architect for review and approval.
2. All joints in siding must be painted or caulked.
3. Vertical corner boards shall be no less than 4" wide.
4. All trim used with siding shall be a minimum 5/4" wide.

Building Technique

1. Brick shall be coursed in horizontal running bond, common bond, or Flemish bond. Accent patterns may be used at sills, lintels, chimneys, etc.
2. All siding shall be arranged 4" to 8" to the weather.
3. All street facades on a corner lot shall be of the same material.
4. Brick or Stone used on a front facade only must return to the side facade a minimum of 16".
5. Concrete foundation walls on front elevation shall be visible no more than 24" high.

GARDEN WALLS AND FENCES

Materials

1. Garden walls shall be made of brick, concrete block finished in stucco or stone and shall be compatible with the main building. Fences shall be made of wood, wrought iron, or vinyl as approved by the town architect.

Forms and Types

1. Garden walls and fences shall be a minimum of 30" and a maximum of 6' in height.
2. Garden walls and fences shall be placed at the rear and side lot lines to maintain street continuity, unless otherwise noted.
3. Picket fences may be made of wood or vinyl, and must be white unless adjacent to wrought iron fencing around formal parks.
4. Picket fences may not exceed 36" in height and must be approved by town architect.

PORCHES, DECKS, AND PATIOS

Materials

1. Decks shall be made of pressure treated wood unless built over a garage.
2. Rails and caps of decks shall approximate the predominate building trim color.
3. Porches shall be constructed of concrete or wood. Concrete porches shall be veneered in (i) brick or (ii) wood or vinyl lattice.
4. Porches shall be a minimum of six feet in depth.

Forms and Types

1. Decks may be no higher than 10' above grade.
2. Decks are permitted in rear yards only.
3. The undercroft of decks, when visible from the street, must be screened with lattice and/or vegetation.
4. For all single family detached residences, decks shall not exceed the footprint of 1/5 (square feet) the footprint of the ground level of the main building.

ARCHITECTURAL ELEMENTS

Materials

1. Columns shall be made of wood or precast concrete.
2. Piers shall be made of brick, wood, or precast concrete.
3. Railings shall be made of wood, steel, or wrought iron.
4. Exterior stairs shall be brick, wood or stone.

Forms and Types

1. Wrought iron railings shall be painted black.
2. All columns and piers made of wood shall be painted.
3. All wooden risers, railings and trim for all porches shall be painted.

Building Technique

1. Architectural elements such as columns, pilaster, cornices, and piers shall be either the Doric or Tuscan order (as designated by William Ware in the "American Vignola") unless otherwise approved.
2. Piers must be a minimum of 12" wide.
3. Multiple columns may be combined to create the appearance of a single column.

ROOFS AND CHIMNEYS

Materials

1. Roofs shall be constructed of standing seam steel, cedar shake, slate, artificial slate, or pre-approved architectural asphaltic fiberglass shingles. Copper accents shall be permitted.

2. Gutters shall be constructed of steel, aluminum, or copper.
3. Chimneys shall be constructed of brick or stone. Flues shall be tile or metal.
4. Asphaltic roofing material should be "Architectural Quality" and shall be approved by the town architect. (Classic Horizon Shingle or Landmark 25).

Forms and Types

1. Roof configurations shall be symmetric and simple. Pitches shall range from 8:12 to 14:12 and arranged in a hip, gable, or gambrel configuration.
2. All roofs shall overhang the adjacent facade a minimum of 8" and a maximum of 2'6", which may encroach into the required yard set back.
3. Flat roofs shall be edged in a parapet when used as an exterior deck and accessed from the interior of the main building.
4. Flat roofs are permitted over entry porticos and porches but must be accompanied by an architectural cornice.
5. Shed roofs are permitted when used as a secondary roof set against the wall of the main building. Pitch is limited to 4:12 to 12:12.
6. All Townhomes shall have a gable configuration with the ridge of the gable parallel to the street.

Building Technique

1. Steel standing seam roofs shall be painted, galvanized, or prefinished aluminum.
2. Chimneys must extend a minimum of 2' past the height of the adjacent roof.

WINDOWS, DOORS, AWNINGS

Materials

1. Doors shall be constructed of wood, metal clad, or wood veneer fiberglass.
2. Windows and window shutters shall be constructed of wood or vinyl.
3. Storm windows and doors shall match the material and color of the window or door they attach to.
4. Garage doors shall be made of wood, metal, embossed hardboard, or wood veneer. Fenestration is permitted. "Single hinge" doors are encouraged.

Forms and Types

1. Windows square or rectangular in configuration and vertical in orientation shall have a proportion of 1:2 or 2:3.
2. Window lites shall be square or vertical in proportion and shall be in one of the following configurations: 6 over 6, 4 over 6, 6 over 1, 4 over 1, 3 over 1, 2 over 1, 2 over 2, or 9 over 1.
3. Muntins may be real, snap-in, or between the glass.
4. Shutters for a single window shall be sized so as if to cover the entire window when closed.
5. Shutters shall be applied to all or none of the windows on a given level.

6. Bay windows on a first floor shall extend to the ground or be supported by architectural brackets. Multi-story architectural bays are encouraged.
7. Skylights shall be located on the backside of the roof ridge.
8. Shutters on a front facade shall continue to side yard windows on corner lots.

Building Technique

1. Windows shall be operable and in the following configuration: single-hung, double-hung, casement, or fixed.
2. Total window openings on the surface of any facade shall not exceed 35% of the entire street facade.
3. All building openings shall be surrounded by trim a minimum of 4" wide on all walls constructed of siding.

DRIVEWAYS AND GARAGES

Materials

1. Garages accessed from the front shall be made of the same materials as the main building.
2. Driveways shall be made of brick, brick pavers, or black asphalt.
3. Lead walks, shall be constructed of brick, brick pavers, or concrete.

Forms and Types

1. Garage doors shall be recessed a minimum of 6" from the exterior garage wall face.
2. Driveways shall be 10' in width where the drive meets the street.
2. All residences with alleys are required to use the alley for garage access.

MECHANICAL EQUIPMENT AND REFUSE CONTAINERS

Materials

1. All mechanical equipment shall be screened from view by landscaping or other material which is consistent with the main building.
2. Dryer vents shall be located on the side or rear yard.

Forms and Types

1. All accessory structures shall be located in the rear yard.

MISCELLANEOUS

1. Variance from the Design Matrix may be granted by the town architect based on architectural merit or site conditions. The town architect will be appointed pursuant to the governing documents of the Marley Gate Home Owners Association and the town architect's exercise of professional discretion in the administration and interpretation of the Design Matrix shall be considered to be within the scope of the Design Matrix.
2. Additional materials to those listed in the Design Matrix may be approved for use by the town architect if the town architect finds that such additional materials are of equal or enhanced quality.
3. The following are prohibited in Marley Gate (i) link fences and (ii) large satellite dishes, (iii) free standing

flagpoles on residential lots, and (iv) window air conditioning units.

4. The following are not permitted in front yards or in side yards visible from a street (i) clotheslines, (ii) solar panels, (iii) antennas, (iv) garbage cans, (v) swimming pools, (vi) dog houses and dog runs, (vii) Jacuzzis, and (viii) hot tubs.

5. Above ground swimming pools are not permitted, except for inflatable pools not exceeding 6' in diameter. All other kinds of pools must be screened from the street.

6. All yard statuary or sculpture visible from the street must be approved by the town architect.

7. Flagpoles shall be attached to the main building or porch and limited to five feet in length.

8. All address plaques shall be uniform with the "Main Street" standard.

9. The permitted architectural vernacular shall be limited to the following: Federalist, Victorian, Georgian, or Maryland Farm House.

10. All materials and colors proposed for exterior construction must be submitted to the town architect for approval in accordance with the Marley Gate Home Owners Association documents prior to construction.

The town architect shall mean the architect or land planner appointed by the Marley Gate Home Owners Association.

From the Declaration of Covenants, Conditions and Restrictions Brinkley Manor Homeowners Association, Inc.

Article V Architectural/environmental Control

Section 5.01. Annexation Restrictive Covenants; Town of New Market. The Annexation Restrictive Covenants, which are attached to the Annexation Agreement which is incorporated herein by this reference and attached hereto as a part of Exhibit "B", are hereby incorporated herein by this reference and are made a part of this Declaration and shall be binding upon the Declarant, any Lots owned by the Declarant and any subsequent owner of any Lot either unimproved or improved by a structure placed upon a Lot after the date of this Declaration. The annexation Covenants shall not, however, be applicable to any part of the Property which is owned or hereafter acquired by the Town of New Market or Frederick County.

Section 5.02. Architectural Change Approval. Notwithstanding anything contained in this Declaration to the contrary, but exclusive of the provisions of Section 5.01 above, the following provisions of this Article V shall not be applicable to the Declarant or any part of the Property owned by the Declarant, nor shall they be applicable to the existing home located on Lot 105 (hereinafter referred to as the "Existing Home Lot") as shown on the Preliminary Plan or to any Builder or any Lots owned by any Builder, provided, however, that the plans and specifications for improvements on Lots owned by a Builder shall be approved by the Declarant. Further, the following provisions of this Article V shall not be applicable to Frederick County, the Town of New Market or the Association.

Except for the inapplicability of the following provisions of this Article V to Declarant, the Existing Home Lot and any Builder, Frederick County, the Town of New Market and the Association, as established by the preceding paragraph, and except for the purposes of proper maintenance and repair, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and conformity with the design concept for the Property by the Board of Directors of the Association, or by a covenant committee composed of three (3) or more representatives appointed by the Board of Directors of the Association ("Covenant Committee"). All references herein to the Covenant Committee shall mean the Board of Directors in the event a Covenant Committee is not appointed by the Board of Directors. Further, it shall be prohibited to install, erect or attach any exterior lighting, shades, screens, awnings, patio covers, fences, wall, slabs, sidewalks, curbs, gutters,

patios, balconies, porches and driveways, or to make any change or otherwise alter (including any alternation in color) in any manner whatsoever the exterior of any improvements constructed upon any Lot, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling unit, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction, and any other proposed form of change (including, without limitation, any other information specified by the Covenant Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography, and in conformity with the design concept for the community by the Board or the Covenant Committee. Notwithstanding the above provisions of this Section 5.02 requiring the submission of plans and specifications to the Board of Directors of the Association or the Covenant Committee, such plans and specifications shall not be submitted or accepted for review until the HDC/ARC shall have reviewed and approved such plans and specifications as being in compliance with the Annexation Restrictive Covenants, and such written approval shall be submitted to the Covenant Committee with the submission of the plans and specifications. The review of plans and specifications by the Board of Directors of the Association, or by the Covenant Committee and by the HDC/ARC, shall hereinafter be referred to as the "Application Review Process." In the event that a conflict may exist between the provisions of the Annexation Restrictive Covenants and the restrictions of this Declaration, the more restrictive provision shall apply.

The Application Review Process for review of any submissions by the Covenant Committee and/or the HDC/ARC (the "Architectural Review Committee") is described in detail on the chart entitled "Proposed Brinkley Manor Application Process" attached hereto as Exhibit "C" and by this reference made a part of this Declaration. In the event the Covenant Committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, and provided said plans and specifications are complete and are responsive to all information requested by the Committee, approval will not be required and this Article will be deemed to have been fully complied with. Design approval by the HDC/ARC pursuant to the Annexation Restrictive Covenants or by the Covenant Committee shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed. The Covenant Committee shall have the right to charge a reasonable fee for reviewing each application in an amount not to exceed One Hundred (\$100.00). Any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and the addition, change or alteration may be required to be restored to the original condition at the Owner's cost and expense. In any event, no such exterior addition to or change or alteration shall be made without approvals and permits therefor having first been obtained by the Owner from the applicable public authorities or agencies. Notwithstanding any provision of Sections 5.02 through 5.05 of this Declaration to the contrary, the provisions of this Article V shall not be applicable to the Declarant or any part of the Property owned by the Declarant.

Section 5.03. Initiation and Completion of Approved Changes. Construction or alterations in accordance with plans and specifications approved by the HDC/ARC and the Covenant Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Covenant Committee (whether by affirmative action the Covenant Committee pursuant to the provisions of this Article shall be commenced or by forbearance from action as provided in Section 5.02), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Covenant Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Covenant Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the HDC/ARC and the Covenant Committee without the prior consent in writing of the HDC/ARC and the Covenant Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the HDC/ARC and the Covenant Committee, respectively, 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.

Section 5.04. Certificate of Compliance. Upon completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by the Covenant Committee in accordance with

the provisions of this Article, the Covenant Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Covenant Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 5.05. Covenant Committee Rules and Regulations; Appeal of Covenant Committee Decision. The Covenant Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The affirmative vote of a majority of the members of the Covenant Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. The decisions of the Covenant Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Covenant Committee may appeal the decision to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors. Two-thirds (2/3) of the Board of Directors shall be required to reverse the decision of the Covenant Committee.

Article VI Use Restrictions

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 6.01. Permitted Uses. The Lots, exclusive of the Existing Home Lot, shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided, further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation and the Annexation Restrictive Covenants. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant or any Builder from the use of any Lot or dwelling, or improvement thereon, for promotional or display purposes, or as "model homes," a sales and/or rental and/or construction office, or the like.

Section 6.02. Prohibited Uses and Nuisances. Except for non-residential uses permitted by the zoning ordinances of Frederick County and the Town of New Market, and except for the activities of the Declarant or any Builder during the construction or development of the community, or except with the prior written approval of the Board of Directors or the Association or the Covenant Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Area:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling or any other part of the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any Lot.

(b) The maintenance, keeping, boarding or raising of horses or any other animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling unit, or other part of the Property, except that this shall not prohibit the keeping of not more than two (2) dogs, two (2) cats or two (2) caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance, nuisance or danger to the neighborhood or other

members. Other domestic pets such as rabbits, ferrets and gerbils shall be limited to not more than two (2) such pets in total and must be maintained within the home, and in no event shall outdoor cages be maintained for such pets. No exotic animal or reptile shall be kept on the Property. The Board of Directors or, upon resolution of the Board of Directors, the Covenant Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance or danger to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot or other part of the Property.

(d) Except for the parking within closed garages, and except as herein elsewhere provided, no junk vehicle, commercial truck (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, camp truck, house trailer, recreational vehicle, camper, motor home, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area and improvements thereto) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Covenant Committee, provide and maintain a suitable area designated for the parking of such vehicles.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers. Such containers may be put out for collection after 6:00 P.M. on the day before collection and must be returned or removed out of public view by 9:00 P.M. on the day of collection. The Covenant Committee shall specify the type, maximum size and number of trash containers which are permitted for use by the residential Lot Owners.

(f) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant, who may resubdivide a lot or lots prior to the sale of such lot or lots to a third party, or the Existing Home Lot, which may be resubdivided by 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.

(g) No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways. All trees, shrubs and grass shall be cut and trimmed as needed and maintained in good condition. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any Lot which would be, in the sole judgment of the Covenant Committee, inharmonious with the aesthetics of the community of which it is a part.

(h) No decorative lawn ornament, no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, utility or storage shed or other buildings shall be erected, used or maintained on any Lot at any time. At no time shall any recreational vehicle, recreational trailer or off-road vehicle be permitted to remain on any Lot for a period of more than 72 hours unless such vehicle, trailer or off-road vehicle is fully out of sight and within a closed garage upon the Lot. Further, at no time may any unlicensed off-road vehicle be operated upon any Lot other than for the immediate purpose of loading or unloading such vehicle and placing it in storage upon the Lot and within a closed garage upon the Lot.

(i) Except for entrance signs, directional signs, signs for traffic control or safety, and such promotional sign or signs as may be maintained by the Declarant, a Builder, or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as herein elsewhere in this Declaration defined) is maintained, and provided, further, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

(j) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance and watering of the public right-of-way, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

(k) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(l) One satellite dish or disk no larger than twenty-four (24) inches in diameter may be installed and maintained on a Lot and outside of a dwelling, so long as such dish or disk is screened and otherwise hidden so it cannot be seen from any adjacent Lot or street, such location and screening to be subject to approval by the Covenant Committee. Except as provided in the preceding sentence, no outside television aerial or radio antenna, satellite dish, or other aerial or antenna for either reception or transmission, shall be maintained upon the Property except that such aerials or antennae may be erected and maintained within the dwellings located upon the Property.

(m) Vegetable gardens shall be maintained only within that portion of a Lot that is screened from view from the public rights-of-way.

(n) Lawn furniture and play equipment shall be maintained only within that portion of a Lot that is screened from view from the public rights-of-way.

(o) No equipment or machinery (including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling) shall be stored in the front, rear or side yard on any Lot.

(p) 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 Lots under or upon decks shall be screened from view at all times.

(q) No member shall make any private or exclusive or proprietary use of any of the Common Area, and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.

(r) Bed sheets, plastic sheets, newspapers, plastic storm windows or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot.

(s) Children's play and similar equipment shall not be allowed to remain overnight within any front yard of any Lot or within the Common Area.

(t) No drying or airing of clothing or bedding shall be permitted outdoors and within any Lot.

(u) No lights in the nature of spotlights, floodlights or other similar lights shall be permitted on the exterior

of any dwelling or permitted to shine in a concentrated or direct manner from the interior of any dwelling to the exterior of any dwelling units. Exterior lighting for the purpose of illuminating entrance areas of a dwelling shall be permitted upon approval of the maximum wattage, location and type of lighting fixture by the Covenant Committee. The use of lawn maintenance equipment such as lawn mowers, trimmers, leaf blowers, etc., as well as the outside use of building or mechanic's tools such as hammers, drills, electric saws, grinders, etc., shall not be permitted before 8:00 a.m. or after 7:00 p.m. All sound or musical equipment used within or outside the dwelling shall be limited to a decibel level which may not be heard within any adjoining or adjacent residence, and all use of exterior sound or musical equipment must be discontinued after 10:00 p.m.

(v) No lot shall be used for the purpose of boring, mining, quarrying, exploration for, or removing oil or other hydrocarbons, minerals, gravel or earth.

(w) Except in bona fide emergencies, no trees shall be removed from any Lot without written approval of the Association. The Association may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate, which rules and regulations shall in all respects comply with the requirements of the applicable governmental authorities.

(x) No hunting, trapping or killing of any species of wildlife on the Property shall be permitted, except where an Owner's immediate safety is threatened. If a wild animal must be removed for reasons of public safety, the Association or an owner, as the case may be, must hire trained professionals using humane trapping methods so that the animal may later be released unharmed in a more suitable environment. Any permitted trapping or removal, for any reason, must be carried out in conformance with the applicable governmental rules and regulations governing such activities.

(y) Except as hereinafter provided, all fences, walls or enclosures, of whatsoever kind, and the location thereof upon a Lot must be approved by the Covenant Committee. **NO FENCE MAY BE ERECTED IN THE FRONT OR SIDE YARDS OF ANY HOUSE.** Any fence or wall built on the Property shall be maintained in good condition and repair in a manner not detracting from the value or appearance of the surrounding property. No chain link fences will be permitted on any Lot; provided, however, that Declarant, its agents or employees, or a Builder may use a chain link fence for temporary storage of building materials and supplies during the construction of improvements on the Property; and provided, however, that fencing for the existing pool located on the Existing Home Lot shall comply with existing safety requirements, from time to time, as required by County or State law as to type and location required by such law or regulation, and in no event shall such fencing be subject to review by the Covenant Committee as otherwise provided for herein.

(z) No type of pool, whether above-ground or below-ground, shall be erected, installed or placed upon on any Lot, save and except the existing pool located on the Existing Home Lot.

(aa) No owner may use a residence as a "family day care home", as defined under Title 5, Subtitle 5 of the Family Law Article of the Annotated Code of Maryland and in Title 11B-111.1 of the Real Property Article of the Annotated Code of Maryland. The foregoing prohibition may be eliminated and family day care homes may be approved by simple majority of the total eligible voters of the Association under the voting procedures contained in this Declaration or the Bylaws of the Association.