

May 30, 2007

Design and Use Restrictions for ~~Royal Oaks~~\*

From the Annexation Resolution (amended):

The following conditions shall be applicable to the residents and property in the area being annexed:

1. Plans for any structure or appurtenance to be erected, demolished or changed on the land shall be subject to the approval of the New Market Historic District Commission/Architectural Review Committee pursuant to Article III, of the New Market, Maryland Zoning Ordinance, except that the buildings existing at the time of the annexation can be demolished.
2. The R-1 Residential Zoning District shall be applied to the land annexed, however, the minimum lot size shall be one-half acre and there shall be no more than 120 building lots, except that land not now zoned R-1 due to Article 23A, Section 9(c) of the Annotated Code of Maryland, shall be dedicated to the Town of New Market as Open Space provided that it be used for a public purpose.
3. Each future building lot shall be served by public water and sewer systems.
4. Any subdivision of this land shall be subject to the attached restrictive covenants, which shall run with the land.
5. Any subdivision which includes common open space must have formed a homeowners association for the ownership and maintenance of that open space.
6. Any subdivision shall be excused from providing curb, gutter and sidewalks, closed section streets and street lighting.
7. Each future building lot must have one exterior lamp post and automatic dusk to dawn light for illumination.
8. The land and pond referenced in Liber 472, folio 123 shall be deeded in fee simple to the Town upon annexation.
9. The petitioner shall bear the costs of annexation.
10. There shall be no vehicular ingress and egress to North Alley.

From the Declaration of Restrictive Covenants:

ARTICLE III

General Covenants and Restrictions

3.01. All Lots upon the Property shall be used for private, single-family residential purposes only and no dwelling shall be commenced, erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling. Single-family occupancy shall not be Construed to prevent the erection of a dwelling with an attached apartment or living area for use by member or members of the owner's family. Nothing herein contained shall prevent the use of part of a Lot as a right-of-way for use by other Lots within the subdivision. Residential use shall not bar a home office of the property provided the owner of said Lot complies with the applicable zoning regulations of the Town of New Market.

3.02. No Lot shall be split, divided, or subdivided or sale, resale, gift, transfer or otherwise after acquisition from Developer. With respect to any of said Lots while owned by the Developer, the Developer expressly reserves the right to further subdivide, to alter property lines, to alter setback lines and to otherwise revise the aforesaid

subdivision plat of Mechanic's Addition, in any respect, subject to applicable regulations and terms of annexation of the Town of New Market.

3.03. Owners of the Lots shall be responsible for providing driveway access to their Lots from the adjacent public roadway. All driveways shall be paved with a hard, durable surface of macadam, tar and chip, concrete or other similar material. Paving shall be completed one (1) year from the date of commencement of construction of a dwelling unit on said Lot.

3.04. No facilities, including poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot; and, no external or outside antennas of any kind shall be maintained without the prior written approval of the HOC/ARC.

3.05. No animals (including fowl) may be kept or maintained on any Lot except domestic dogs and cats, which shall not be permitted to leave their resident lots except when under leash. No Owner shall have in his possession or under his control any animal which is kept in such a manner as to cause or result in odors, noise, filth or other conditions so as to become an annoyance or nuisance to the neighborhood or any adjoining property owners.

3.06. No sign or other advertising devise of any nature shall be placed on any Lot other than the following:

- a. A temporary real estate sign, not exceeding six (6) square feet in size, advertising the sale or lease only of the Lot upon which such sign is displayed.
- b. A temporary real estate sign, not exceeding one hundred (100) square feet in size, advertising the sale of Lots in the Mechanic's Addition Subdivision.

3.07. No structure of a temporary character such as, but not limited to, a trailer, mobile home, shack or tent, shall be placed or used on any Lot as a residence or for storage or as an auxiliary building either temporarily or permanently, except that a temporary structure may be placed or used thereon if used and operated solely in connection with the construction of permissible permanent improvements; provided, however, that such temporary structure shall be removed from the premises within thirty (30) days after completion of the construction of the permissible improvement; and provided, further, that such structure be removed within a period of twelve (12) months from the date of a commencement of such construction.

3.08. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials-during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be from adjacent and surrounding property. The HDC/ARC, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Mechanic's Addition Subdivision.

3.09. No obnoxious or offensive activity shall be carried on or upon any Lot or open space, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or any adjoining property owners. No snowmobiles, go-carts, motor bikes, trail bikes or other loud engine recreational vehicle shall be run or operated upon any Lot, open space or upon the roads servicing the Mechanic's Addition Subdivision.

3.10. No Lots shall be so used or maintained as to cause any erosion of soil or sediment; and, 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.

3.11. No commercial vehicles, trailers, boats, buses, campers, tractors or any other vehicle, other than private passenger vehicles in regular operation, shall be parked regularly on any Lot unless garaged or otherwise kept out of view from adjacent public roadways.

3.12. The residence building constructed upon each Lot must be of Early American traditional design and

contain a minimum of 1,600 square feet of floor area (excluding garage, basement and porches). All Structures or Appurtenances shall be approved by HDC/ARC.

3.13. No one-story residence building shall be permitted upon any Lot.

3.14. Fences shall not be erected in the front or side yards of any house; and, any rear yard fence cannot exceed five feet in height, unless a higher fence is required by Town or County ordinance.

3.15. Any structure constructed on any Lot shall be completed within twelve (12) months from the start of construction.

3.16. These Restrictions shall not be taken as permitting any action or thing prohibited by any applicable zoning laws, or other laws, rules or regulations of any kind of the Town of New Market. In the event of any such conflict the most restrictive provision of such laws, rules, regulations or the Restrictions shall be taken to govern and control.

From the Memorandum of Agreement between the US Army Corps of Engineers, Maryland State Historic Preservation Officer, NML Corp. and the Town of New Market;

...I. Landscape Plan. In coordination with the COE and Maryland SHPO, NMLCorp. Will implement a landscape plan (attached as Exhibit "C") to create a buffer between the Permit Area and the New Market Historic District in the vicinity of North Alley. The landscape plan utilizes native species to enhance existing vegetation for adequate screening of the viewsheds from the New Market Historic District to the Project. In consultation with the Maryland SHPO and the New Market Architectural Review Committee (ARC), NML Corp. will develop and implement a fencing system that will afford a reasonable level of security between the Methodist Church Cemetery and the Royal Oaks property. The design of the fence should reflect the approaches advocated in the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. NML will submit a prospective fence design and catalogue cut to the Maryland SHPO and the New Market ARC for their review. NML will also seek comments from the Methodist Church and provide their comments to the consulting parties.

From the Declaration of Covenants, Conditions and Restrictions Royal Oaks 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 hereto as 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 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 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 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 Royal Oaks Application Process" attached hereto as Exhibit D 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 fade 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.

Section 5.06. Memorandum of Agreement. This Declaration and the rights, duties, obligations, benefits and burdens hereof and the use and development of the Property shall be subject to the terms, conditions and obligations of the Memorandum of Agreement attached hereto as Exhibit C and made a part of this Declaration.

## 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 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 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, shed or other buildings shall be erected, used or maintained on any Lot at any time. Notwithstanding the foregoing, subject to Covenant Committee approval, a utility/storage shed, not to exceed 8 feet in width by 10 feet in depth and 8 feet in height, may be placed on a lot provided that it is located behind the principal structure on the lot at a location approved by the Covenant Committee, and not located in violation of any easement, restriction line or governmental right and regulation, and, further, it is constructed of materials that match the style and colors of the dwelling constructed on the lot (i.e. siding must be the same). 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 aeriels 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 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 days 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 aforementioned.

(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, further, if a swimming pool is permitted by the Covenant Committee, any fencing required by County or State law must still be approved as to type and location by the Covenant Committee.

(z) No type of pool, whether above-ground or below-ground, shall be erected, installed or placed upon on



any Lot without the specific approval of the Covenant Committee.

(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-1.11.1 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.