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QUEEN ANNE'S COUNTY

LIBER 1744 FOLIO 661

DOC. NO. 373184

DECLARATION OF RESTRICTIONS AND COVENANTS

ASHLAND MEADOWS - PHASE II

QUEEN ANNE'S COUNTY, MARYLAND

IMP. FD. SURE #	20.00
RECORDING FEE	75.00
TOTAL	95.00
Rest # 0401	Rest # 25003
SN DRC	Kit # 123
Dec 03, 2007	03:17 PM

THIS DECLARATION OF RESTRICTIONS AND COVENANTS (herein "Declaration"), made this 30 day of November, 2007, by **FAIRWAY, LLC**, a Maryland limited liability company (herein "Fairway"), **SIERRA HOMES, INC.**, a Maryland corporation (herein "Sierra"), **WEESE INVESTMENTS, LLC**, a Maryland limited liability company (herein "Weese"), hereinafter collectively "Declarants".

RECITALS

1. Declarants are collectively the owners of Lots 4 through 14, inclusive, shown and described on a set of plats, containing nine (9) sheets, entitled "MAJOR SUBDIVISION PHASE II ASHLAND MEADOWS", dated February, 2005, by Kirby & Associates, Inc., professional surveyors, and recorded among the Plat Records of Queen Anne's County in Plat Book S.M. No. 36, pages 35 A through I, as follows:

- a) Fairway is the owner of Lots 4 through 9, inclusive, and Lot 13 by virtue of a deed from Mid-Shore Development, LLC, dated February 17, 2006, and recorded among the Land Records of Queen Anne's County in Liber S.M. No. 1519, folio 67.
- b) Sierra is the owner of Lot 10 by virtue of a deed from Fairway, dated May 17, 2006, and recorded among the Land Records of Queen Anne's County in Liber S.M. No. 1553, folio 234.
- c) Sierra is the owner of Lot 11 by virtue of a deed from Fairway, dated August 22, 2006, and recorded among the Land Records of Queen Anne's County in Liber S.M. No. 1588, folio 279.
- d) Weese is the owner of Lot 12 by virtue of a deed from Fairway, dated August 29, 2006, and recorded among the Land Records of Queen Anne's County in Liber S.M. No. 1591, folio 105.
- e) Weese is the owner of Lot 14 by virtue of a deed from Fairway, dated May 12, 2006, and recorded among the Land Records of Queen Anne's County in Liber S.M. No. 1553, folio 284.

2. Declarants have formulated and intend to place in effect a general plan or scheme of development for the orderly, efficient and harmonious utilization of the aforescribed lots, which Lots shall henceforth be known as "Ashland Meadows - Phase II Subdivision", in order to preserve the value and amenities of said lots.

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3. The success of such plan depends upon the lots being made subject to the several covenants, agreements, restrictions, conditions and charges hereinafter set forth, all of which are for the benefit of the property and owners of the different lots.

4. Declarants intend for the aforesaid reasons and purposes, to subject said lots of land, to all the hereinafter stated covenants, agreements, restrictions and charges.

NOW, THEREFORE, THIS DECLARATION OF RESTRICTIONS AND COVENANTS, WITNESSETH, that Declarants do hereby create, declare, establish and impose the following covenants, agreements, restrictions, conditions and charges to run with and bind the aforesaid lots known as "Ashland Meadows - Phase II Subdivision" as shown on the plats described in Recital 1 above.

ARTICLE I

Definitions. Whenever used in this Declaration, the following definitions shall apply, unless a contrary intention is clearly evident from the context:

(a) "County" means Queen Anne's County, Maryland or the County Commissioners of Queen Anne's County, Maryland, as the context may require.

(b) "Lot" means and refers to each of those portions of the Property that are subdivided parcels of land shown and defined as Lots or Lots of ground and designated by numerals on the Plat, on which a dwelling is proposed to be constructed (specifically excluding Lot 1, Lot 2 and Lot 3).

(c) "Owner" means the person owning the record fee simple title to one of the aforesaid lots, including any contract purchaser, but not including mortgagee or other holder of a similar security interest.

(d) "Person" shall include individuals, co-partnerships, associations, incorporations, trusts and any other legal entity; the single shall include the plural, and the masculine the feminine and the feminine and the neuter as the context may require.

(e) "Plat of Ashland Meadows - Phase II Subdivision", "Ashland Meadows - Phase II" or "Plat(s)" mean the plats described in Recital 1 hereof, and any amendments or revisions thereof which may hereafter be recorded among said land records;

(f) "Property" means all of the real property described on the Plat, and such additions or amendments thereto as may hereafter be made pursuant hereto, and any additional land at such time as it is hereafter expressly made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

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ARTICLE II

1. Architectural Control. Except for construction or development done by Declarant or done for the purpose of proper maintenance and repair, no building or structure, including additions or accessories thereto, including without limitation, dwellings, garages, dog kennels, fences, walls, swimming pools, tennis courts, exterior lighting, screens, awnings, patio covers, sidewalks, curb and gutters, patios, balconies, porches, driveways and signs, shall be commenced, constructed, erected, moved, removed or maintained, nor shall an addition to, change or alteration (including change of color of any exterior part), be made until the written and printed plans and specifications showing the location (by survey), nature, shape, height, type of construction, materials, floor plan, color scheme, topography and any other information specified by the Architectural Review Committee shall have been submitted to and approved in writing as to safety, harmony of exterior design, color, and location in relation to surrounding structures and topography, and conformity with the design concept of the community by an Architectural Review Committee. This approval shall be obtained prior to any building permit application being filed with the Queen Anne's County Planning & Zoning Office or other County Approving Authority.

2. Architectural Review Committee. The Architectural Review Committee shall be composed of three (3) persons, and the following persons are designated as the "Initial Members" - Sandy Eshelman, Rodger Weese and Thomas Sperli. Each Initial Member shall serve until the last lot is sold by Declarants.

Upon the last lot being sold by Declarants, the owners of the lots within the community, by majority vote of the lot owners present at a meeting to be called by the Declarants, shall elect the members of the Architectural Review Committee, who shall serve five (5) year terms of office or until their successors are elected. Owner(s) of a lot within Ashland Meadows - Phase II shall have one vote per vacancy for each lot owned. The affirmative vote of a majority of the members of the Architectural Review 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 consent, authorization or approval pursuant to this Declaration. Notwithstanding the foregoing, the Initial Members of the Architectural Review Committee shall individually have the power to issue any consent, authorization or approval pursuant to this Declaration without the joinder or approval of the remaining Initial Members.

Any person elected to fill a vacancy created by the resignation or death of a member of the Architectural Review Committee shall serve the unexpired term of that member.

Notwithstanding the provisions of this Article II, Section 2, should Architectural Review be assigned to a Homeowners Association ("HOA") as hereinafter provided (Article V, Section 3), the HOA may adopt in its By-Laws a different method for appointing and/or electing the Architectural Review Committee.

3. Plans and specifications. The approved plans and specifications shall be deposited among the permanent records of the Architectural Review Committee, and a copy

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bearing such written approval shall be returned to the owner. In the event the Architectural Review Committee fails to approve or disapprove any plans and specifications within sixty (60) days of their receipt, together with all other materials and information it may require, then the Architectural Review Committee shall be deemed to have approved such plans and specifications, and this Article complied with.

4. Limitations. Any approval given hereunder shall be null and void unless construction is commenced within six (6) months of the date of such approval, and shall be substantially completed including driveways and seeding of areas disturbed during construction within eighteen (18) months following the date of commencement, or within such other period as the Architectural Review Committee shall specify in writing; provided, however, that the time for completion shall be extended commensurate with the period of interruption of construction caused by war, acts of God, strikes, labor disputes or other matters beyond the control of the owner. In the event construction is not commenced within the period aforesaid, then approval of plans and specifications by the Architectural Review Committee shall be deemed to have lapsed and compliance with all of the provisions of this Article II shall again be required.

There shall be no deviation from the plans and specifications approved by the Architectural Review Committee without its prior written consent. Approval of any particular plan, specification or design shall not be a waiver of the right of the Architectural Review Committee to disapprove any such plan or specification or any element or feature thereof in the event the same is subsequently resubmitted by an owner.

5. Building setbacks. Except as provided under Article III, Section 2 (m) hereof, no structure, including without limitation the main dwelling and accessory structures, shall be located outside of the building restriction line (B.R.L.) shown on the plat.

6. Minimum Floor Area. The floor area of any dwelling house erected on any lot, exclusive of basements, attached porches, breezeways, and garages, shall be not less than 1800 square feet.

7. Rules and Regulations. The Architectural Review Committee may from time to time adopt statements of policy, standards, guidelines and establish criteria relating to architectural styles, details, fences, colors, setbacks, materials, location of improvements, landscaping plans, and other matters relative to architectural control as it may consider necessary and appropriate. No such rules, regulations and statements shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration, and a decision of the Architectural Review Committee as to such matters shall be final.

ARTICLE III

1. Residential use. Each lot may be improved only by a main dwelling or residence for the occupancy of one family, together with an in-the-ground swimming pool accessory to the main dwelling; provided, however, that each lot may be improved by attached or detached guests, servants or in-laws quarters.

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2. Prohibited uses. No noxious or offensive trade, or business, shall be carried on upon any lot nor shall anything be done or kept there on which may be or become an annoyance or nuisance to the neighbors. Without limiting the generality of the foregoing:

(a) No speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be maintained on the exterior of any dwelling or other structure constructed on any lot. No snowmobiles, go-carts, motor bikes, trail bikes, all-terrain vehicles or other loud engine recreation vehicles shall be operated on any lot or upon the roadways within Ashland Meadows - Phase II.

(b) No animals, livestock, poultry or other fowl of any kind shall be raised, bred or kept on any lot, except a total of five (5) dogs, cats or other household pets, provided that the same are confined and do not roam at large, or become a source of annoyance to the neighbors.

(c) No lumber, metal, bulk materials, refuse or trash shall be allowed to accumulate on any lot, except building materials during the course of construction of any approved structure.

(d) No burning of trash shall be permitted. Trash and refuse containers shall be stored in such a manner as to not be visible from the roadways or other lots within Ashland Meadows - Phase II, except for being placed out on the day on which they are regularly picked up.

(e) No boats over 30 feet long, unlicensed or inoperable motor vehicles, commercial vehicles, house trailers, tractors, or other similar vehicles or pieces of equipment shall be kept upon any lot unless stored or parked within garages. No motor vehicles of any kind shall be regularly parked upon any of the roadways within Ashland Meadows - Phase II. Boats 30 feet long and under are permitted only (i) on the lot, buffered by landscaping, and must be on an operable trailer or (ii) located within a garage.

(f) No structure of a temporary character shall be erected, used or maintained on any lot at any time.

(g) Except for entrance, directional, traffic control, or safety and promotional signs by Declarant, no signs or advertising devices of any nature shall be maintained on any lot; provided, however, that one temporary "For Sale" or "For Rent" sign not exceeding five (5) square feet in area may be erected. Any such real estate sign shall be removed promptly following the sale or rental of the property.

(h) 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 the direction or flow of any drainage ways.

(i) Vegetable gardens are not permitted in front yards.

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(j) No satellite dishes larger than thirty inches (30") in diameter or other transmitting or receiving antennae of any kind may be located outside of a dwelling unless landscaped so as to minimize visibility from the roadway and other lots in Ashland Meadows - Phase II.

(k) No exterior lighting shall be placed or fixed in such a manner as to cause a concentrated beam to be directed outside the boundaries of any lot.

(l) All fences shall be made of wood or plastic, except that the post may be concrete, and shall not exceed six (6) feet in height. Chain link or other metal fences are prohibited without prior specific approval, which approval will only be given in special instances and where adequate screening or landscaping is provided.

(m) Outbuildings/storage structures and swimming pools shall be permitted as accessory structures; provided, they are placed on permanent foundations and are architecturally and aesthetically compatible with the main dwelling as determined by the Architectural Review Committee in their sole and absolute discretion. Provided further, that all such structures may be located not less than twenty (20) feet from any property line.

(n) Hunting is strictly prohibited and no firearms may be discharged on lots at any time.

3. Maintenance. Every lot owner shall keep his lot, including gardens and all improvements thereon, in good order and repair including but not limited to the seeding, watering and mowing of grass, the pruning and cutting of all trees and shrubbery, and the painting, or other appropriate external care, of all buildings and other structures in the manner and with the frequency that is consistent with good property management.

ARTICLE IV

1. Easements. Easements are hereby expressly established and/or reserved upon, in and over strips of land ten (10) feet in width along all interior lot lines, strips of land ten (10) feet in width along all exterior lot lines and strips of land ten (10) feet in width along all roadways for the purpose of erecting, constructing and maintaining utility lines, wires and conduits with the necessary and proper attachments in connection therewith for the transmission of electricity and for telephone and other public utilities or services and for public sanitary sewers and storm water drainage; and Declarants, or nominee, shall have the right to enter upon said reserve strips of land for any purposes for which said easements are established and/or reserved. Declarants, or nominee, shall have the right to remove, prune or trim any tree or shrub on any lot interfering with the construction and maintenance of electric or telephone lines or other utility services.

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ARTICLE V

1. Construction and Enforcement. The provisions hereof shall be liberally construed for the purpose of creating a uniform plan of development for Ashland Meadows - Phase II. These provisions shall run with and bind the land and shall inure to the benefit of and be enforceable by Declarants, or any of them, the Architectural Review Committee and the owner of the leasehold or fee simple interest (but not reversionary or mortgagee interest) of any lot, their respective legal representatives, heirs, successors and assigns. Violation of any restriction, condition or covenant herein shall give Declarants, in addition to all other remedies, (1) the right to enter upon the land as to which such violation exists and to summarily abate and remove, at the expense of the owner, such violation, and Declarants shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, or for any damages resulting therefrom, and (2) the right to apply for relief by injunction since all parties agree that any breach of this Declaration cannot be compensated adequately by the recovery of damages. The failure or forbearance of Declarants, or the owner of any lot, to enforce any restriction or covenant herein shall not be deemed a waiver of the right to do so thereafter, nor shall it be deemed selective enforcement of any such restriction or covenant.

2. Duration and Amendment. The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein, or any one (1) or more of them, may be waived, abandoned and terminated, modified, altered or changed, in whole or in part, as to any lot or group of lots, with the written consent of the owners of a majority of the total number of lots in the entire tract, as may be increased from time to time. (The joinder of mortgagees or other holders of a security interest shall not be required.) No such waiver, abandonment, termination, modification, or alteration shall become effective until a proper instrument in writing shall be executed and recorded in the Office of the Clerk of Court, Queen Anne's County, Maryland. Provided, however, that this provision shall have no application so long as the Declarants, or any of them, shall be the owner of any lots, unless the Declarant(s) owning any lot(s) shall evidence their consent to such waiver, abandonment, termination, modification or alteration, by joining in the execution of such instrument in writing. Otherwise, the provisions of this Declaration of Restrictions shall remain in perpetuity.

3. Assignability. Any and all rights, titles, easements and estates given to or reserved by Declarants in this instrument, including all the powers (including discretionary powers), duties and obligations given to, assumed by, or imposed upon Declarants by this instrument may be assigned and transferred, in whole or in part, to one or more persons or entities agreeing to assume, exercise, carry out and perform the same. The Declarants may, at any time deemed advisable by them, cause any or all of said rights, titles, easements and estates to be conveyed to a Homeowners Association ("HOA") to be formed by the Declarants for the several property owners in Ashland Meadows - Phase II. Each owner, by acceptance of a deed to a lot in Ashland Meadows - Phase II, agrees to become a member of the HOA and to pay such dues and assessments as may be levied from time to time by a majority vote of the HOA, provided that only lot owners in Ashland Meadows - Phase II, not mortgagees, shall be eligible for membership in said HOA and, provided further, that each lot owner shall be entitled to cast one (1) vote for each lot owned. Any assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee shall join for the purpose of evidencing his, its or their consent

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to the acceptance and assumption of such powers, duties and obligations, and such assignee or transferee shall thereupon have the same powers and be subject to the same duties and obligations as are herein given to, assumed by or imposed upon Declarants, Declarants thereupon being released therefrom.

4. Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of Ashland Meadows - Phase II is and shall be conclusively deemed to have consented and agreed to every restriction and covenant contained herein, whether or not any reference to this Declaration of Restrictions and Covenants is contained in the instrument by which such person acquired an interest in any lot forming a part of Ashland Meadows - Phase II and subject to this Declaration.

5. Notices. Any notices required to be sent to any person under the provisions of this Declaration shall be deemed to have been properly sent when mailed by ordinary mail, postage paid, to the address of the recipient as reflected on the Real Estate Tax Assessment Records of Queen Anne's County, Maryland, at the time of such mailing.

6. Reservation.

a. Declarants shall have the right to reconfigure, grade, change the grade of, or regrade any street, road or lane shown on any recorded plat relating to the land contained in said subdivision; and said Declarants shall have the further right, before sale, to change the size of, and to locate or relocate any of the lots shown on any recorded plat of the subdivision. However, nothing herein shall be construed as prohibiting further subdivision, resubdivision, or lot line adjustment as to any of the lands governed hereby, provided appropriate governmental approval is obtained, whether before or after sale.

b. Declarants, or any of them, shall have the right to geographically enlarge the subdivision subject to this Declaration thereby increasing the total number of lots. If Declarants exercise this right, this Declaration will be amended and recorded as in the case of the original. Once amended, these covenants shall be interpreted as if the "new" lots were a part of the original subdivision.

7. Severability. In case any one or more restrictions and covenants contained in this Declaration shall be held to be invalid, illegal or unenforceable in any respect, such holding shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal or unenforceable restriction or covenant had never been contained herein.

8. Captions. The Captions contained herein are for convenience only and are not a part hereof and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

WITNESS our hands and seals as of the day and year first above written.

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WITNESS:

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FAIRWAY, LLC

Kelley L. Nelson

By:

Thomas Sperli
Thomas Sperli, Member

SIERRA HOMES, INC

[Signature]

By:

[Signature]

Print Name:

Sandy Eshelman

Title:

vice president

WEESE INVESTMENTS, LLC

Kelley L. Nelson

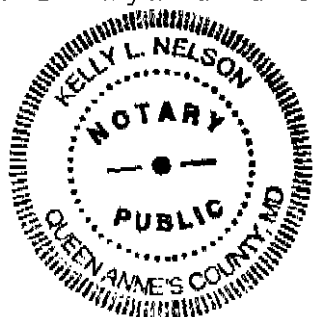
By:

Rodger Weese
Rodger Weese, Member

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

I HEREBY CERTIFY, that on this 28th day of November, 2007, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas Sperli who acknowledged himself to be a Member of Fairway, LLC, a Maryland limited liability company, and he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein set forth.

WITNESS my hand and Notarial Seal.



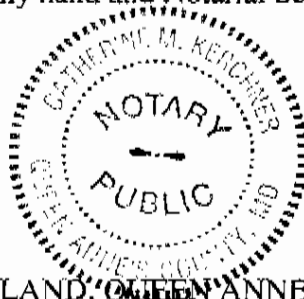
Kelley L. Nelson
Notary Public
My Commission Expires: 12-29-09

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STATE OF MARYLAND, Queen Anne's COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of November, 2007, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Sandy Eshelman, who acknowledged himself/herself to be the Vice - President of Sierra Homes, Inc., a Maryland corporation, and he/she as such Vice - President, being authorized so to do, executed the foregoing instrument for the purposes therein set forth.

WITNESS my hand and Notarial Seal.

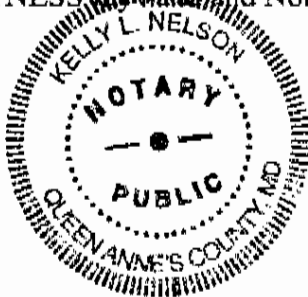


Catherine M. Kerchner
Notary Public
My Commission Expires: 2-1-2009

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

I HEREBY CERTIFY, that on this 30th day of November, 2007, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Rodger Weese who acknowledged himself to be a Member of Weese Investments, LLC, a Maryland limited liability company, and he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein set forth.

WITNESS my hand and Notarial Seal.



Kelly L. Nelson
Notary Public
My Commission Expires: 2-29-09

I HEREBY CERTIFY that the within instrument was prepared by or under the supervision of an attorney licensed to practice law in the State of Maryland.

[Signature]
Attorney at Law

**NO TITLE EXAMINATION
MADE OR REQUESTED**