

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**"CAMRYN'S RUN"****CAROLINE COUNTY, MARYLAND**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR "CAMRYN'S RUN", dated April 29, 2005, by PRESTON L. WALLS, INC. (hereinafter called "Developer").

RECITALS: The restrictions and covenants enumerated hereinafter are for the benefit of the future landowners of Lots 1-9 and PARCEL 3 (hereinafter collectively referred to as the "Lots" or the "Lot") as depicted on a subdivision plat entitled "MAJOR SUBDIVISION WITH TRANSFERRED DEVELOPMENT RIGHTS "CAMRYN'S RUN", prepared by Lane Engineering, Inc., and recorded at Plat Book No. 10, Plat No. 5, one of the Subdivision Plat Records for Caroline County, Maryland (hereinafter referred to as the "Plat"). The properties subject to this Declaration are the same lands described in a deed from Margaret A. Kauffman to Preston L. Walls Inc., dated October 31, 2003, and recorded in Liber No. 514, folio 229, one of the Land Records for Caroline County, Maryland, excluding however, from the coverage of this Declaration PARCEL 2 as depicted on a plat entitled "Addition Plat of the Lands of Camryn's Run (formerly Cherry Knolls)" dated 4/08/04 and recorded in Plat Book No. 9, Plat No. 63, one of the Plat Books for Caroline County, Maryland. The Lots subject to this Declaration, together with the roads, easements, and other appurtenances are hereinafter referred to as the "Subdivision".

NOW THEREFORE THE LOTS SHALL BE SUBJECT TO THE FOLLOWING COVENANTS, RESTRICTIONS AND EASEMENTS:

1. **BUILDING AND SITE APPROVAL:** No building, fence, or other structure shall be erected, placed, or permitted on a Lot until two (2) copies of the proposed building plans and plat plans (showing location site lay-out, specifications and materials) are submitted to the Developer. After review, the Developer may, in its sole discretion, approve same by signing said building plans and specifications or advise the Lot Owner of that portion of the plans which are unacceptable. Developer shall retain one copy of the plans. The improvements now existing on PARCEL 3 are hereby approved.

2. **PERMITTED IMPROVEMENTS:** a. For all dwellings constructed within the Subdivision after the date of this Declaration, each dwelling shall be constructed with an attached two car garage. An accessory dwelling, detached garage, shed, tool house, swimming pool, pool house, gazebo, tennis court, and play house are also permitted providing such structures comply with the Caroline County Zoning Ordinance. No above ground swimming pool shall be permitted.

b. No accessory structures shall be placed closer to the street than the front of the principal dwelling. The front yard of each Lot shall be kept only as a lawn, including trees, flowers, and shrubs.

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3. MINIMUM LIVING AREA FOR MAIN DWELLING: For all homes constructed within the Subdivision after the date of this Declaration, the minimum required enclosed living area for each dwelling shall be as follows:

a. A one-(1) story dwelling shall have a minimum of 1800 square feet exclusive of porches, patios and breezeways, and shall have an attached two car garage.

b. A two-(2) story dwelling shall have a minimum of 2300 square feet of living space, exclusive of porches, patios and breezeways, and shall have an attached two car garage.

c. A one and one-half (1½) story dwelling shall have a minimum of 2100 square feet of living space, exclusive of porches, patios, and breezeways, and shall have an attached two-car garage.

4. BUILDING RESTRICTIONS LINES: No building or structure shall be located nearer to the respective lot lines than as shown on the Plat. The building restriction lines as shown on the Plat are incorporated in this Declaration by reference.

5. RESTRICTED USES: a. No house trailers, mobile homes, manufactured housing constructed to the HUD code or temporary structures may be constructed or placed in the Subdivision. This restriction does not apply, however, to construction trailers utilized by contractors during construction of the primary dwelling. However, upon substantial completion of the dwelling, any such trailer must be immediately removed from the Lot.

b. No commercial vehicle in excess of two (2) tons shall be parked or placed on any lot within the Subdivision without prior written approval of the Developer or his assigns. Under no circumstances shall vehicles be parked or placed within the Subdivision which are used exclusively for the purpose of carrying or distributing soil, asphalt or other noxious material. The restriction does not prohibit vehicles used in construction, repairs, alterations or service to the Lot Owners, but said vehicles may only be parked on the premises while the service is being rendered.

c. No unlicensed or unregistered vehicles shall be parked or placed within the Subdivision unless such vehicle(s) is kept inside a garage.

6. CONSTRUCTION SCHEDULE: The exterior of all buildings must be completed within one (1) year after construction of same has commenced.

7. RESTRICTIONS ON ANIMALS: No animals, livestock, horses, ponies, swine, poultry, or other fowl of any kind shall be raised, bred or kept on any Lot within the Subdivision, however, household pets may be kept, provided that they are not raised, bred or kept for any commercial purposes and further provided that they are kept in such a manner as to avoid becoming a nuisance to other Lot Owners. Dogs shall be limited to TWO (2) per household. Owners shall contain their dog within their property boundaries at all times.

8. MISCELLANEOUS RESTRICTIONS: a. No target shooting by rifle, pistol, or shotgun shall be permitted at any time on any of the lots in the Subdivision.

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b. Any satellite dish must be screened or landscaped in the rear yard. All satellite dishes shall be located with the building restriction line for the respective lots in the subdivision. No satellite dish shall be placed closer to the street than the front of the principal dwelling.

c. 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 dwelling or other permitted structure.

d. No fences shall be constructed closer than one (1) foot to a property line. All privacy fences shall be located to the side or rear of the dwelling and shall not extend to the street side of the principal dwelling. No chain link or wire fencing shall be permitted.

e. No Burning of trash, leaves, brush or other debris shall be allowed on any lot within the Subdivision.

f. All security and exterior lighting shall be placed or fixed in such a manner as to not cause a nuisance or become obtrusive to other Lot Owners.

9. MAINTENANCE OF HOMESITE GROUNDS: a. Lot Owners shall not permit their lawn, grass or weeds to exceed the height of twelve (12) inches, otherwise the Developer, its successors or assigns, shall have the right to employ a person to cut the growth exceeding the aforesaid height, and the expense for same shall be the obligation of the Lot Owner.

b. Each Lot Owner shall provide suitable receptacles for garbage and refuse in a screened area, not normally visible from the road.

10. RESERVED EASEMENTS: Each Lot shall be subject to an easement for the installation and maintenance of drainage swales, ditches, and water control structures as shown on the Plat. Additionally, each Lot shall be subject to a fifteen (15) foot wide easement as shown on the Plat and running adjacent and parallel to Camryn's Way and Cherry Lane (as the case may be) for the installation, maintenance, repair, and replacement of utilities. No structure, planting or other material shall be placed or permitted to remain within any easement area which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easement areas, or which may obstruct or retard the flow of water through drainage channels in the easement areas (it being understood that one entranceway (properly culverted) per Lot is permitted). The easement areas of each Lot and all improvements within it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance may be the responsibility of a governmental body or agency of public authority or utility company. No conveyance by the Developer of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Developer's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Developer to thereby convey or release the easements.

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11. GRANT OF EASEMENTS, ETC: The Developer reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body, or municipalities; to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as the Developer may deem necessary for the improvement of any property in the Subdivision in, over, through, upon, and across any and all of the roads, courts, and open spaces, and in, over, through, upon, and across each and every Lot in the easement area reserved in Paragraph 10 of this Declaration or as shown on the Plat. The Developer further reserves to itself, its successors and assigns, the right to dedicate all of the roads, courts, open spaces, and easements to public use. No road, court, open space, or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Developer.

12. STORMWATER MANAGEMENT: a. Certain portions of the lands within the Subdivision have been established for the installation and maintenance of drainage swales, ditches, water control structures, and stormwater management (collectively, "Stormwater Management Facilities" and each individually a "Stormwater Management Facility") and are subject to the terms, conditions, restrictions, and limitations of (i) the *CAROLINE COUNTY STORMWATER MANAGEMENT ORDINANCE* and (ii) the "*STORMWATER MANAGEMENT FACILITIES MAINTENANCE AND INSPECTION AGREEMENT*" which is recorded immediately prior hereto among the Land Records for Caroline County, Maryland, including, but not limited to, (i) a 50 foot wide strip of land, the centerline of which is the common boundary line between Lots 8 & 9, and is designated on the Plat as "50' WIDE STORMWATER DRAINAGE EASEMENT"; (ii) a 50 foot wide strip of land along the entire length of the northern boundary line of Lot 9, and is designated on the Plat as "50' WIDE STORMWATER DRAINAGE EASEMENT"; (iii) a triangular area of land located in the southwest corner of Parcel 3, and is designated on the Plat as "STORMWATER DRAINAGE EASEMENT," (iv) the 15 foot easement referred to in paragraph 10 hereof, and (v) all drainage swales, ditches, and water structures as reflected on the Plat, together with all such similar and/or additional easements, improvements, structures, and devices which may be added in addition to or in the place of, the Stormwater Management Facilities as are reflected on the Plat.

b. The above described Stormwater Management Facilities are hereby subject to an easement for the sole purpose of providing water collection, runoff, and stormwater management for the Subdivision running to the benefit of all of the Lot Owners within the Subdivision, the Developer, and the County Commissioners of Caroline County (hereinafter referred to as the "County"), such easement being for the installation and maintenance of drainage swales, ditches, and water control structures as required by the Subdivision's stormwater management plan.

c. As to those portions of the Stormwater Management Facilities located on a particular Lot, its Lot owner shall, at its expense, provide and shall be responsible for the maintenance of that portion of the Stormwater Management Facilities, to ensure that the facility is and remains in proper working condition in accordance with approved design standards, rules, and regulations and applicable laws. Such maintenance and responsibilities shall include, but not be limited to, the following:

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(i) The Lot Owner shall visually inspect the Stormwater Management Facilities and associated appurtenances on a regular basis. Said inspections shall occur at a minimum on a semi-annual basis.

(ii) Embankments, structures, riprap pads and vegetative surfaces shall be inspected. If required, embankment and structural repairs shall be made immediately upon observing any defect.

(iii) Vegetative surfaces shall be mowed at least twice annually or with regular mowing practices, whichever is more often. Vegetation height shall not be allowed to exceed six inches.

(iv) Woody growth shall be removed from the facility and embankments during maintenance mowing practices.

(v) Accumulated sediment shall be removed from the basin when it reaches six inches in depth.

(vi) Any unstabilized vegetative surface on the embankments shall be temporarily stabilized with seed and mulch per current W.R.A. standards and shall be permanently stabilized the next approved planting season.

(vii) Any defect(s) identified during regular County inspections shall be corrected by the Lot Owner upon official notification.

d. In the event a Lot Owner, whose lands are subject to a stormwater management easement, fails to properly maintain the Stormwater Management Facilities located on his/her/its respective Lot, the Developer and/or the other Lot Owners, either collectively or individually, may notify, by certified mail or by personal service, that Lot Owner, whose lands are subject to the stormwater management easement, that he/she/it is in default of the provisions of this Paragraph 12. The notice shall specify the action required and 30 days to cure. In the event the Lot Owner has not cured within 30 days, the Developer and/or the other Lot Owners, either collectively or individually, shall have the right to declare the Lot Owner to be in default of his/her/its obligations hereunder and may remedy the violation. The defaulting Lot Owner shall be responsible for all costs of remediation, all reasonable fees and costs incurred by the party remedying the breach, including its reasonable attorneys' fees, plus interest of 8% per annum. The party remedying the breach shall have the right to establish and enforce a lien pursuant to the Maryland Contract Lien Act (Subtitle 2 of Title 14 of *the Real Property Article of the Annotated Code of Maryland*) for all costs of remediation plus all reasonable fees and costs incurred, including its reasonable attorneys' fees, plus interest of 8% per annum. In addition, the County shall have the right to enforce such obligations and rights and to seek any additional remedies the County may have under the *STORMWATER MANAGEMENT FACILITIES MAINTENANCE AND INSPECTION AGREEMENT* or otherwise under any applicable law.

13. FORESTATION CONSERVATION AREA: A certain continuous area within the Subdivision has been established as a forest conservation area and is located on portions of Lots 1, 2,

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3, 4, 5, 6, and Parcel 3. (The portion of Parcel 3 within the forest conservation area is depicted on the Plat recorded in Plat Book No. 9, Plat No. 63). Those portions of the above lots are subject to the terms, conditions, restrictions, and limitations of (i) the Forest Conservation Plan, FCP CC04-07, found in a two page Plat at Plat Book No. 9, Plat No. 63, and (ii) a Deed of Forest Conservation Easement recorded on or about July 19, 2004, and recorded in Liber No. 550, folio 455, a Land Record for Caroline County, Maryland. Lot Owners should refer to those documents for the detailed terms, conditions, restrictions, and limitations of the Forest Conservation Plan and how it affects their respective lots.

14. AGRICULTURAL OPERATIONS: Disclosure of Caroline County Right to Farm Policy.

a. Camryn's Run is located in or adjacent to a Caroline County agricultural zoning district. The Code of Public Local Laws for Caroline County, Chapter 149, *Right to Farm*, (the "Right to Farm Ordinance") 2002, [updated March 28, 2003] sets forth the declared policy of Caroline County to preserve, protect, and encourage the development and improvement of its agricultural land. The purpose of the right to farm policy is to reduce the loss to the County of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance, trespass or other interference with the reasonable use and enjoyment of land. Owners may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), the use of irrigation, vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Caroline County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices.

b. Section 149-3, *et seq.* of the Right to Farm Ordinance sets forth provisions designed to limit private rights of action with respect to agricultural operation on agricultural land on the grounds that an agricultural operation interferes with the use or enjoyment of public or private property. Caroline County has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well being and whether those operations are being conducted in accordance with generally accepted agricultural practices.

15. RE-SUBDIVISION: None of the Lots shall be subdivided, however, the owners of two or more contiguous Lots may at any time relocate the common dividing boundaries between any Lots so long as (a) such location shall not create a greater number of lots than the number specified on the original plat of the Subdivision, and (b) such re-subdivision is done in accordance with the applicable regulations.

16. ENFORCEMENT OF COVENANTS: The covenants and restrictions contained in this Declaration shall be enforceable by the Developer and/or any corporation, association, or entity to which the Developer has assigned its rights hereunder. Compliance with Paragraphs 12 and 13 of this Declaration shall be enforceable by the Developer, any corporation, association, or entity to which the

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Developer has assigned its rights hereunder, individual Lot Owners, and/or the County. Enforcement of the covenants contained in this Declaration may be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction contained herein by either restraining them and/or by seeking monetary damages.

17. BINDING EFFECT, ETC: The covenants contained within this Declaration are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2030, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Lots (but not reversionary or mortgagee interests) has been recorded, agreeing to change said covenants in whole or in part. Notwithstanding the above to the contrary, the rights herein afforded to the County in Paragraphs 12 and 13 shall not be modified by the Lot owners without the approval of the County.

18. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. ASSIGNMENT: Any or all of the rights and powers, titles, easements, estates, and obligations, reserved, given to or assumed by Developer in this Declaration may be assigned to a corporation, association or other entity which shall assume said rights, powers, duties and obligations and carry out and perform the same. The Developer may, at any time deemed advisable by it, cause any or all of said rights, titles, easements, and estates to be conveyed to such entity. Each person, by the acceptance of a deed to, or by entering into possession of, any Lot within the Subdivision, agrees to become a member of such entity and to pay such reasonable dues and assessments as may be levied from time to time by the entity, provided that only Owners of the Lots subject to this Declaration shall be eligible for membership in said entity. Any such assignment or transfer shall be made by an appropriate instrument in writing, and the entity shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Developer; Developer thereupon being duly and fully released therefrom.

20. TRANSFER SUBJECT TO DECLARATION: Each conveyance of a Lot, or of any interest in the Lot, by the Developer, shall be deemed to be subject to this Declaration, whether or not the deed conveying the Lot shall so state.

21. AMENDMENT OF COVENANTS: A Declaration of Covenants and Restrictions dated July 30, 2004, was recorded in Liber No. 551, folio 776, one of the Land Records for Caroline County, Maryland, which was applicable to PARCEL 2 and PARCEL 3 as depicted on a plat entitled "Addition Plat of the Lands of Camryn's Run (formerly Cherry Knolls) dated 4/08/04 and recorded in Plat Book No. 9, Plat No. 63, one of the Plat Books for Caroline County, Maryland. Since it the intent of the Developer to now subject PARCEL 3 to the operation and effect of the restrictions and covenants contained within this Declaration, the Declaration of Covenants and Restrictions recorded in Liber No. 551, folio 776 are hereby amended to apply only to PARCEL 2 as depicted on said Plat at Plat Book No. 9, Plat No. 63, and shall not apply to PARCEL 3.

LIBER 551 FOLIO 772

AS WITNESS the hand and seal said the Developer.

WITNESS:

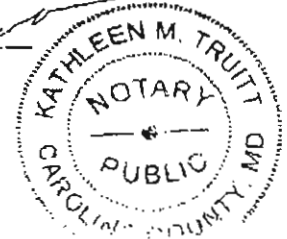
[Signature]

DEVELOPER:
PRESTON L. WALLS, INC.

by: [Signature]
Preston L. Walls
President

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT: I HEREBY CERTIFY,
that on this 27th day of April 2005, before me, the subscriber, a Notary Public in and for
the State and County aforesaid, personally appeared Preston L. Walls, President of Preston L. Walls
Inc. duly acknowledged that he executed the above Declaration of Restrictions and Covenants for the
purposes therein contained and further acknowledges said instrument to be the act and deed of the
Corporation.

[Signature]
NOTARY PUBLIC



Commission Expires: 8/01/05

IMP FE SUR \$2	20.00
RECORDING FEE	20.00
TOTAL	40.00
Rest CASE	Roll # 94784
FROM CLR	Roll # 1179
May 17, 2005	09:06 am

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DECLARATION OF CONVENANTS AND RESTRICTIONS FOR PARCELS 2 & 3 CAMRYN'S RUN SUBDIVISION

Preston L. Walls, Inc. Developers of "CAMRYN'S RUN" Subdivision hereby adopt this Declaration of Covenants and Restrictions. These Covenants which shall run with the land binding on all parties, their heirs, assigns, and Personal representatives or successors, as the case may be, said Declaration shall pertain to part of the land described in a Deed from Margaret A. Kauffman to Preston L. Walls Inc. Dated, October 31, 2003 recorded among the Land Records of Caroline County, Maryland, under Liber 514, Folio 229, the land is also shown as Parcels 2 & 3, on an addition plat, dated April 4, 2004 and titled Addition Plat of the Lands of "CAMRYN'S RUN" (formerly Cherry Knolls) in the Seventh Election District, Caroline County, Maryland and recorded among the Land Records of Caroline County Maryland, in Plat Cabinet 9 No. 63.

1. BUILDING AND SITE APPROVAL:

No Dwelling or other structure shall be constructed, erected, placed, or permitted until TWO (2) copies of the proposed building plans and plot plans (showing site layout, specifications and materials) are submitted to the Developer or his assigns. After review, the Developer or his assigns may approve it by signing said building plans and specifications and returning one copy to owner or advise the Parcel Owner of that portion of the plans, which are unacceptable.

2. PERMITTED IMPROVEMENTS:

(a) There shall only be constructed a dwelling with attached or detached garage, shed, tool house, swimming pool, pool house, gazebo, tennis court, and play house. No above ground swimming pool shall be permitted.

(b) No detached garages, detached buildings or other detached structures shall be placed closer to the street than the front of the principal dwelling.

3. MINIMUM LIVING AREA FOR MAIN DWELLING:

For the home constructed on Parcel 2 of "CAMRYN'S RUN" Subdivision, the minimum required enclosed living area for the dwelling shall be as follows: (Parcel 3 has an existing dwelling and therefore shall not be subject to the minimum enclosed living area requirements)

(a) A one- (1) story dwelling shall have a minimum of 1800 square feet exclusive of porches, patios and breezeways, and shall have an attached two car garage.

(b) A two- (2) story dwelling shall have a minimum of 2300 square feet of living space, exclusive of porches, patios and breezeways, and shall have an attached two car garage.

(c) A one and one-half (1 1/2) story dwelling shall have a minimum of 2100 square feet of living space, exclusive of porches, patios, and breezeways, and shall have an attached two car garage.

4. BUILDING RESTRICTIONS LINES:

No building or structure shall be located nearer to the respective lot lines than as shown on the Subdivision plat. The building restriction lines as shown on the plat are being incorporated in this Declaration of Covenants and Restrictions by reference.

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5. RESTRICTED USES:

(a) No house trailers, mobile homes, or temporary structures may be constructed or placed in "CAMRYN'S RUN" Subdivision. This restriction does not apply to construction trailers during construction of the primary dwelling. However upon completion of the residence; the trailer must be removed from the site.

(b) No commercial vehicle in excess of one (2) ton shall be parked or placed on any lot within "CAMRYN'S RUN" Subdivision without prior written approval of the Developer or his assigns. Under no circumstances shall vehicles be parked or placed within "CAMRYN'S RUN" Subdivision which are used exclusively for the purpose of carrying or distributing soil, asphalt or other noxious material. The restriction does not prohibit vehicles used in construction, repairs, alterations or service to the Parcel Owners, but said vehicles may only be parked on the premises while the service is being rendered.

(c) No unlicensed vehicles shall be parked or placed within "CAMRYN'S RUN" Subdivision unless such vehicle(s) is kept inside a garage.

6. CONSTRUCTION SCHEDULE:

The exterior of all buildings must be completed within one (1) year after construction of same has commenced.

7. RESTRICTION ON ANIMALS:

No animals, livestock, horses, ponies, swine, poultry, or other fowl of any kind shall be raised, bred or kept on any Parcel within "CAMRYN'S RUN" Subdivision, however a household pet may kept, provided that they are not raised, bred or kept for any commercial purposes and further provided that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. Dogs limited to TWO (2) per household. Owners shall contain their dog within their property boundaries at all times.

8. MICELLANOUS RESTRICTIONS:

(a) No dams or other types of structures with will block the flow of water shall be permitted at any time.

(b) No target shooting by rifle, pistol, or shotgun shall be permitted at any time on any of the parcels in "CAMRYN'S RUN" Subdivision.

(c) Any satellite dish must be screened or landscaped in the rear yard. All satellite dishes shall be located within the building restriction lines for the respective parcels in the subdivision. No satellite dish shall be placed closer to the street than the front of the principal dwelling.

(d) No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any parcel, except building materials during the course of construction of any approved dwelling or other permitted structure.

(e) No fences shall be constructed closer than one (1) foot to a property line. All privacy fences shall be located to the side or rear of the dwelling and shall not extend to the street side of the principal dwelling. No chain link or wire fencing shall be permitted.

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9. MAINTENANCE OF HOMESITE GROUNDS:

- (a) Owners shall not permit their lawn, grass or weeds to exceed the height of twelve (12) inches, otherwise the Developer, their Successors or assigns, shall have the right to employ a person to cut the growth exceeding the aforesaid height, and the expense shall be the obligation of the Parcel Owner.
- (b) Each Parcel Owner shall provide suitable receptacles for garbage and refuse in a screened area, not normally visible from the road.

10. EASEMENTS:

- (a) All Parcels in the Subdivision are subject to the necessary easements required for the installation and maintenance of electrical, telephone, Cable television and gas service lines.
- (b) Each Owner shall be responsible for maintenance of any easements on his/her Parcel including but not limited to drainage, storm water management, afforestation, forestation, utility easements and buffer strips. No structure, planting or other material shall be placed or permitted to remain upon any Parcel which may damage or interfere with any easement for the installation or maintenance of utilities, storm water, or the flow of any drainage channel.

11. FOREST PROTECTION:

The use of the forested areas shall be limited to those activities that are consistent with forest conservation, such as recreational activities, forest management, and wildlife management. Tree removal shall not be permitted without prior written consent of the Developer and the appropriate County Forestry Official.

12. RE-SUBDIVISION:

No Parcels shall be re-subdivided so as to create any new additional Parcels.

13. ENFORCEMENT:

Enforcement of this Declaration of Covenants and Restrictions may be made by any Owner of record in "CAMRYN'S RUN" Subdivision by filing a proceeding in a court of competent jurisdiction against any person or persons violating or attempting to violate any covenant or restriction herein set forth.

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14. RESERVATION TO AMMEND:

The Developers hereby expressly reserve the right, in its absolute discretion at any time, to annual, waiver, change or modify any of the restrictions, conditions and covenants contained herein by an appropriate written instrument, so long as such changes do not substantially affect the rights of any Owner of any Parcel. Where any such changes can become operative, the Owners of a simple majority of the parcels in "CAMRYN'S RUN" Subdivision must indicate their consent to and approval of such annulment, waiver, modification or change, by joining in an appropriate agreement to be duly executed and recorded among the Land Records of Caroline County.

All the covenants and restrictions contained herein shall be perpetuity, but on and after ten (10 years from the date hereof, a majority of the then owners of the fee simple interest (but not reversionary or mortgages interests) of the parcels subject hereto at any time amend, cancel, annual or abrogate, in a whole or in part said restrictive covenants and conditions by proper instruments duly executed and properly recorded among the Land Records of Caroline County.

15. SEPARABILITY CLAUSE:

If any provision of the covenants and restriction hereto contained, or the application of any such provision to any person or circumstances, shall be held invalid, the application of the provisions thereof to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

WITNESS the hands and seals said the Developers.

WITNESS:

Tracy L. Heaton

DEVELOPERS:

Preston L. Walls

Preston L. Walls
President
Preston L. Walls, Inc.
DEVELOPERS

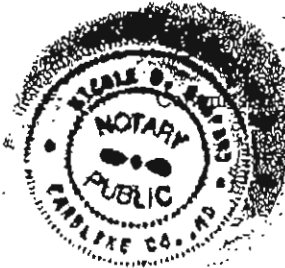
STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of JULY 2004, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Preston L. Walls, President Preston L. Walls Inc. duly acknowledged that they executed the said Declaration of Restrictions and Covenants for the purposes therein contained and further acknowledge said instrument to be their act and deed.

NICOLE D. SHAPARD
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 21, 2006

Nicole D. Shapard
NOTARY PUBLIC

Expires: 8/21/06



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