

**DECLARATION OF COVENANTS, CONDITIONS,**  
**EASEMENTS, AND RESTRICTIONS**

**THE ESTATES AT POTOMAC FARMS**

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**THE ESTATES AT POTOMAC FARMS**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (this "**Declaration**") is made this 20<sup>th</sup> day of July 2018, by Earl M. Mackintosh, III, Nancy H. Mackintosh, husband and wife, and Potomac Farms II, 2 & 3, LLC, a Maryland limited liability company (collectively, "**Declarant**").

**RECITALS:**

**R.1.** Declarant is the owner of those twelve (12) lots or parcel of real property situate, lying and being in the Buckeystown Election District of Frederick County, Maryland, and more particularly described on those subdivision plats entitled: (i) "Combined Preliminary/Final Plat Section One, Lots 101-104 Remainder Potomac Farms II" recorded among the Land Records of Frederick County, Maryland (the "**Land Records**") in Plat Book 99, page 85 ("**Section 1 Record Plat**") as "**Lot 101**," "**Lot 102**," "**Lot 103**," and "**Lot 104 Remainder**;" (ii) "Combined Preliminary/Final Plat Section Two, Lots 201-204 Potomac Farms II" recorded among the Land Records in Plat Book 99, page 86 ("**Section 2 Record Plat**") as "**Lot 201**," "**Lot 202**," "**Lot 203**," and "**Lot 204**;" and (iii) "Combined Preliminary/Final Plat Section Three, Lots 301-304 Remainder Potomac Farms II" recorded among the Land Records in Plat Book 99, page 87 ("**Section 3 Record Plat**") as "**Lot 301**," "**Lot 302**," "**Lot 303**," and "**Lot 304**" (collectively, the "**Record Plats**") to be known as "The Estates at Potomac Farms." The above-referenced Lots shall hereinafter be referred to individually as a "**Lot**" or "**Lots**" and collectively either as the "**Section 1 Lots**", the "**Section 2 Lots**", or the "**Section 3 Lots**", the "**Community**" or the "**Property**" except that the Lot 104 Remainder as shown on the Section 1 Record Plat is specifically and expressly excluded from and is not part of the Section 1 Lots, the Community or the Property not subject to this Declaration; and

**R.2.** Declarant intends to develop the Property for the sale and construction of new, single family residential homes as Dwelling Units (as hereinafter defined); and

**R.3.** Lot 101, Lot 102 and Lot 103 are accessed (i.e., for all purposes hereunder, vehicular and pedestrian ingress and egress) by a "Proposed Common Entrance and Easement for Lots 101-103" that is or will be improved by a common driveway and driveway apron with an entrance feature (that includes or may include fencing, stone pillars and mailboxes) located on the east side of Maryland Route 85/Buckeystown Pike as shown and described on the Section 1 Record Plat (the "**Section 1 Entrance**"); and

**R.4.** Lot 201, Lot 202, and Lot 203 are accessed by a "Proposed Common Entrance and Easement for Lots 201-203" that is or will be improved by a common driveway and driveway apron with an entrance feature (that includes or may include fencing, stone pillars and mailboxes) located on the west side of Maryland Route 28/Tuscarora Road as shown and described on the Section 2 Record Plat (the "**Section 2 Entrance**"); and

**R.5.** The Section 3 Lots are accessed by a "Proposed Common Entrance and Easement for Lots 301-304" that is or will be improved by a common driveway and driveway apron with an entrance feature (that includes or may include fencing, stone pillars and mailboxes) located on the east side of Maryland Route 28/Tuscarora Road as shown and described on the Section 3 Record Plat (the "**Section 3 Entrance**" and collectively together with the Section 1 Entrance and the Section 2 Entrance, and all improvements constructed or to be constructed therein, including but not limited to the apron the "**Entrances**"); and

**R.6.** The Entrances shown on the Record Plats and those certain areas adjoining and within the Entrances shown and described as "Common Landscape Maintenance Easement Area For All Lot Owners" on Exhibit A entitled "Driveway Easement Plat" prepared by R.F. Gauss & Assoc., Inc., Professional Land Surveyors, dated May 7, 2018 (consisting of 3 plat pages) attached hereto and incorporated herein (the "**Landscape Easement Areas**") will be initially seeded, planted and landscaped by Declarant but will be maintained, re-planted and replaced as necessary by the Owners of the Lots subject to or benefitted by the Landscape Easement Areas as hereinafter provided; and

**R.7.** The Section 1 Lots, the Section 2 Lots, and the Section 3 Lots are subject to or benefitted by common and shared drives and driveways of varying lengths, configurations and locations as shown on Exhibit A, that will provide access from the Entrances to the individual Lots and that will be improved by common drives or driveways; and

**R.8.** Declarant has improved the Entrances with a base layer of gravel that can accommodate typical residential vehicular access at least to the boundary line of each Lot upon which the Dwelling Units shall be constructed.

**R.9.** Declarant desires to protect purchasers of any of the Lots in the Community and the adjoining land owned by Declarant located adjacent to the Community on Buckeystown Pike that is not part of the Property or the Community nor subject to this Declaration, including but not limited to the Lot 104 Remainder (the "**Adjoining Land**") from depreciation of value thereof and to assure them of uniformity in development and improvement of the Lots (the purchasers of Lots, other than the Declarant, are hereinafter referred to as "**Owner**" or "**Owners**"); and

**R.10.** Declarant intends to see that all covenants and restrictions shall apply uniformly to all of the Lots, to the mutual advantage of Declarant, the Owners, and all others who may, in the future, have a legal or equitable interest in title to the Lots through Declarant, and Declarant's successors and assigns; and

**R.11.** Declarant desires to acknowledge, declare, create, and reserve certain easements over all or portions of the Lots for the purpose of providing adequate ingress, egress, utilities and emergency services access to serve the Lots and the Community; and

**R.12.** The covenants, conditions, easements, and restrictions hereinafter set forth have been duly adopted, after careful consideration by Declarant, as those to be imposed by this Declaration on the Property as set forth herein.

**NOW, THEREFORE**, Declarant hereby declares that all of the Lots be held, sold, used, occupied, and conveyed subject to and together with the benefit of (as applicable) the following covenants, conditions, easements, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These covenants, conditions, easements and restrictions shall run with the Lots, and shall be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, and shall inure to the benefit of each Owner thereof.

## SECTION 1. DEFINITIONS.

1.1. “**Committee**” shall mean and refer to the Architectural Control Committee as more particularly described in Section 4 herein. There shall be one (1) Committee for the Community. References herein to the “Declarant” may include the Committee where Declarant has assigned and transferred any of its rights, privileges and powers hereunder to the Committee in writing.

1.2. “**Common Driveway Easements**” shall collectively mean and refer to the reciprocal and perpetual easements for the use and benefit of those designated Lots to be served by those designated Common Driveway Easements as shown on the Record Plats and **Exhibit A**, for the purposes of usual and customary residential vehicular and pedestrian (including emergency services), ingress, egress and access to adjacent public roads, over the Entrances and common driveways (collectively, the “**Driveways**”) and for the purposes of installing, relocating, maintaining, repairing and/or replacing the Driveways and/or any lighting fixtures or utilities located therein on, over and across those portions of the Lots served by the Driveways and described in subsection 1.2.1., 1.2.2. and 1.2.3. below (collectively, the “**Common Driveway Easement Areas**”).

1.2.1. Lot 101, Lot 102 and Lot 103 are accessed by a Common Driveway Easement Area extending from the Section 1 Entrance and shown and described as “Use in Common and Shared Maintenance For Lots 101, 102 & 103” on **Exhibit A** that will be improved by a common driveway (the “**101-103 Driveway**”); Lot 101 and 102 are accessed by a Common Driveway Easement Area that extends from the 101-103 Driveway and shown and described as “Use in Common and Shared Maintenance For Lots 101 & 102” on **Exhibit A** that will be improved by a common driveway (the “**101-102 Driveway**”);

1.2.2. Lot 201, Lot 202, Lot 203 and Lot 204 are accessed by a Common Driveway Easement Area extending from the Section 2 Entrance and shown and described as “Use in Common and Shared Maintenance For Lots 201, Lot 202, Lot 203 and Lot 204” on **Exhibit A** that will be improved with a common driveway (the “**201-204 Driveway**”); Lot 202, Lot 203 and Lot 204 are accessed by a Common Driveway Easement Area that extends from the Section 2 Entrance and shown and described as “Use in Common and Shared Maintenance For Lots 202, 203 & 204” on **Exhibit A** that will be improved with a common driveway (the “**202-204 Driveway**”); and Lot 201 is accessed by a “Driveway Access Area For Lot 201” as shown and described on **Exhibit A** that will be improved by a driveway that will only serve Lot 201 (the “**201 Driveway**”);

1.2.3. Lot 301, Lot 302, Lot 303 and Lot 304 are accessed by a Common Driveway Easement Area extending from the Section 3 Entrance and shown and described as "Use in Common and Shared Maintenance For Lots 301, 302, 303 & 304" on Exhibit A that will be improved with a common driveway (the "**301-304 Driveway**"); Lot 301 and Lot 302 are accessed by a Common Driveway Easement Area extending from the Section 3 Entrance and shown and described as "Use in Common and Shared Maintenance for Lots 301 & 302" on Exhibit A that will be improved by a common driveway (the "**301-302 Driveway**"); and Lot 303 and Lot 304 are accessed by a Common Driveway Easement Area extending from the Section 3 Entrance and shown and described as "Use in Common and Shared Maintenance for Lots 303 & 304" on Exhibit A that will be improved by a common driveway (the "**303-304 Driveway**");

1.3. "**Design Guidelines**" shall mean and refer to the Design Guidelines for The Estates at Potomac Farms, attached hereto and incorporated herein as Exhibit B, as may be amended or supplemented from time to time by the Committee (as hereinafter defined) or the Declarant, as the case may be.

1.4. "**Declarant**" shall mean and refer to Earl M. Mackintosh, III, Nancy H. Mackintosh and Potomac Farms II, 2 & 3, LLC, both Maryland limited liability companies, their successors and assigns, if such successors and assigns should acquire one or more undeveloped Lots from Declarant for the purpose of development, but only to the extent any of the rights, reservations, easements, interests, exemptions, privileges, and powers of Declarant are specifically assigned or transferred in writing to such successors and assigns and recorded among the Land Records. Declarant shall also mean the Committee for such rights, privileges and powers as may be assigned to the Committee.

1.5. "**Development**" shall mean and refer to The Estates at Potomac Farms development as more particularly described herein.

1.6. "**Dwelling**" or "**Dwelling Unit**" shall mean a detached single-family residential home constructed on a Lot in the Community.

1.7. "**Governmental Law(s)**" shall mean and refer to all applicable federal, state and local laws, regulations and statutes affecting the Property, its use, development and construction enacted, adopted, promulgated, issued or enforced by any federal, state or local governmental or quasi-governmental board, council, commission, department, agency, administration or bureau that has legal jurisdiction over the Property, its development, construction and use (collectively "**Governmental Authority(ies)**").

1.8. "**Lot**" shall mean and refer to all subdivided parcels of land which are part of the Property upon which a detached, single-family residential Dwelling shall be erected and shall include all Lots as described on the Record Plats.

1.9. "**Maintenance Costs**" shall be the total actual costs and expenses of the Maintenance Work.



1.10 ***"Maintenance Work"*** shall mean and include without limitation, cleaning and removal of obstructions from the surface of the Driveways, Common Driveway Easement Areas and adjoining drainage channels, snow and ice removal, repairs of potholes and cracks, re-paving, resurfacing, regular maintenance of any gravel, landscaping, lighting, light fixtures, fences, entrance features, permitted signage and posts within the Common Driveway Easement Areas or Landscape Easement Areas and all other functions necessary for the proper maintenance and upkeep thereof to the standard and condition in which the Driveways are originally constructed (as gravel) and to be constructed (as asphalt) and in which the Landscape Easement Areas are initially seeded and planted.

1.11 ***"Mortgagee,"*** as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. ***"Mortgage,"*** as used herein, shall include deeds of trust and shall be bona fide, arms-length and for good and valuable consideration. ***"First Mortgage,"*** as used herein, shall mean a Mortgage with priority over other Mortgages. As used in this Declaration, the term "Mortgagee" shall mean any Mortgagee and shall not be limited to Institutional Mortgagees. As used in this Declaration, the term "Institutional Mortgagees" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any Agency or Department of the United States Government or of any State or Municipal Government. As used in this Declaration, the terms "Holder" and "Mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof. In the event any Mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA") then, as to such Mortgage, the expressions "Mortgagee" and "Institutional Mortgagee" include the FHA or the VA as the circumstances may require, acting, respectively, through the Federal Housing Commissioner and the Commissioner of Veterans Benefits, or through other duly authorized agents.

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

1.13. ***"Permittees"*** shall mean the family, tenants, guests, licensees, agents, contractors, vendors, and invitees of the Owners.

1.14 ***"Property"*** or ***"Community"*** shall mean and refer to all Lots described in the Record Plats and such additions thereto as may hereafter be made, pursuant to the provisions of Section 23.

1.15. ***"Zoning Code"*** shall mean and refer to the Zoning Ordinance of the Frederick County Code, as amended.



**SECTION 2. RESIDENTIAL USE.** All Dwellings on Lots shall be used for private residential purposes exclusively, except as otherwise provided in Sections 27 (No Impact Home-Based Business) and 28 (Family Child Care) hereof. Nothing contained in this Section or elsewhere in this Declaration shall be construed to prohibit Declarant from the use of any Lot or Dwelling, or improvements thereon, for promotional or display purposes, or as "model homes", a sales and/or construction office, or the like.

**SECTION 3. CONSTRUCTION, USE, MAINTENANCE, REPAIR AND REPLACEMENT OF THE DRIVEWAYS AND LANDSCAPE EASEMENT AREAS.**

3.1. Responsibility for Maintenance Work and Voting for Entrances and Landscape Easement Areas. Each of the Owners of the Lots served by the respective Entrances and the Landscape Easement Areas (whether benefitted and/or burdened) shall be jointly and equally responsible for the Maintenance Costs and Maintenance Work for the Entrances and the Landscape Easement Areas that benefit or burden their Lots. For example only, the Owners of the Section 1 Lots shall be equally responsible for the Maintenance Work and Maintenance Costs for the Section 1 Entrance and Landscape Easement Area but shall not be responsible for the Maintenance Work and Maintenance Costs for the Section 2 Entrance or Landscape Easement Areas. The Maintenance Work shall be performed at such time and such manner to each of the Entrances and Landscape Easement Areas as determined by a vote of a simple majority (51%) of the Owners served by the Entrances and Landscape Easement Areas to be maintained, repaired, replanted or replaced.

3.2. Use and Benefit of All Entrances and Landscape Easement Areas. Entrances and Landscape Easement Areas shall only be used by the Owners of the Lots benefitted or burdened thereby (Section 1 Lots, Section 2 Lots and Section 3 Lots, respectively), and their Permittees, for normal and customary residential vehicular and pedestrian ingress and egress to Buckeystown Pike/Maryland Route 85 or Tuscarora Road/Maryland Route 28 respectively and maintenance and replacement of landscaping.

3.3 Use and Benefit of Section 1 Driveways. The Lot 101-103 Driveway shall only be used by the Owners of Lot 101, Lot 102 and Lot 103 and their Permittees and the 101-102 Driveway shall only be used by the Owner of Lot 101 and Lot 102 and their Permittees for normal and customary residential vehicular and pedestrian ingress and egress to Buckeystown Pike/Maryland Route 85 and for emergency vehicle access as needed.

3.4. Use and Benefit of Section 2 Driveways. The 201-204 Driveway shall only be used by the Owners of Lot 201, Lot 202, Lot 203 and Lot 204 and their Permittees for normal and customary residential vehicular and pedestrian ingress and egress to Tuscarora Road/Maryland Route 28 and for emergency vehicle access as needed. The 202-204 Driveway shall only be used by the Owners of Lot 202, Lot 203 and Lot 204 and their Permittees for normal and customary residential and pedestrian ingress and egress to Tuscarora Road/Maryland Route 28. The 201 Driveway is for the sole use and benefit of the Owner of Lot 201 and its Permittees for normal and customary residential vehicular

and pedestrian ingress and egress to Tuscarora Road/Maryland Route 28 who shall be solely responsible for its Maintenance Work and Maintenance Costs.

3.5. Use and Benefit of Section 3 Driveways. The 301-304 Driveway shall only be used by the Owners of Lot 301, Lot 302, Lot 303, and Lot 304 and their Permittees for normal and customary residential vehicular and pedestrian ingress and egress to Tuscarora Road/Maryland Route 28 and for emergency vehicle access as needed; the 301-302 Driveway shall only be used by the Owners of Lot 301 and Lot 302 and their Permittees for normal and customary residential vehicular and pedestrian ingress and egress to Tuscarora Road/Maryland Route 28 and for emergency vehicle access as needed; and the 303-304 Driveway shall only be used by the Owners of Lot 303 and lot 304 and their Permittees for normal and customary residential vehicular pedestrian ingress and egress to Tuscarora Road/Maryland Route 28.

3.6. Equal Share and Payment of Maintenance Costs for Driveways and Common Driveway Easement Areas. Each Owner from time to time of one or more Lots, shall jointly and equally share the Maintenance Costs by each paying its equal share of the Maintenance Costs for the Driveways and Common Driveway Easement Areas in accordance with this Section 3. It is the intention of the Declarant that the Maintenance Costs shall be equally shared only for those sections of the Driveways and Common Driveway Easement Areas that are actually used by them to access their respective Lots as described in Section 3 above. In the event that any Owner shall fail to pay its portion of the Maintenance Costs in full within thirty (30) days from such Owner's receipt of written notice thereof, then the other affected Owner(s) shall, in addition to any other right available at law, have the right to bring suit under the Maryland Contract Lien Act, as amended, for the reimbursement of such amounts and shall be entitled to reasonable attorneys' fees and court costs plus ten percent (10%) of the amounts due as overhead from the non-paying Owner ("Defaulting Party" as hereinafter defined) as described herein.

3.7. Performance of Maintenance Work and Voting for Driveways and Common Driveway Easement Areas. The Maintenance Work shall be performed at such time and in such manner to each of the Driveways and Common Driveway Easement Areas as determined by a vote of a simple majority (51%) of the Owners served by that Driveway and Common Driveway Easement Area for which Maintenance Work is to be performed with one (1) vote allocated to each Lot served by that Driveway and Common Driveway Easement Area to be maintained, repaired or replaced. As part of the Maintenance Work, Owners must remove or cause to be removed snow and ice from the Driveways and Common Driveway Easement Areas within twenty-four (24) hours after the end of the precipitation that caused the condition and if a snowplow re-deposits snow or ice on said Driveway and Common Driveway Easement Area after an Owner has complied with this provision, the Owner is not responsible for clearing said Driveway and Common Driveway Easement Area until twenty-four (24) hours after the snowplow re-deposited the snow or

ice on said Driveway and Common Driveway Easement Area. Notwithstanding the above, in the event applicable Governmental Laws are more restrictive, then such laws will apply.

3.7.1. *Disputes over Maintenance Work.* It is the intention of the Declarant that all disputes arising hereunder in regard to the need to perform Maintenance Work be resolved informally without resort to the court system or formal arbitration. Therefore, in the event that the other applicable Owners fail to agree on any such Maintenance Work then the Owner requesting such Maintenance Work may submit a petition to the "Committee" (as hereinafter defined) or its designee, asking the Committee to consider and decide whether the Maintenance Work in dispute is needed or necessary. The petition shall include sufficient information, photographs, and other information in support of the position of the Owner submitting the same. The Committee shall hold and preside over an informal hearing in the nature of a public meeting conducted without the application of formal rules of evidence (the "Meeting") of which all Owners shall be notified by the Committee) during which any Owner may appear and offer to the Committee his or her verbal or written statements, comments, positions or other materials related specifically to the dispute over the Maintenance Work and the Committee shall consider such submissions in its deliberations and decision on the petition which shall be rendered in writing by the Committee within thirty (30) days of the date that the dispute is submitted to the Committee. If the Committee determines that such Maintenance Work is needed or necessary, then the Owner petitioning the Committee shall undertake to have such Maintenance Work made, with the costs thereof to be shared equally by the other applicable Owners. The Committee's decision shall be final and binding on the applicable Owner, and all Owners, by acceptance of a deed for a Lot, specifically waive all rights of appeal concerning the Committee's decision.

3.7.2. *Citations and Court Orders.* It is herein agreed and understood that if any Owner shall be subjected to a citation, order or court proceeding requiring some Maintenance Work in any portion of an Entrance, Landscape Easement Area, or Common Driveway Easement Area to be maintained and repaired equally by such Owners, then unless the other Owners not subject to such citation, order or court proceeding shall supply their equal share of the costs and expenses of defense against such citation, order or proceeding, and shall also agree to supply the affected Owner with an indemnification as against their equal share of any resulting fine or damages, such Maintenance Work shall be accomplished, whether or not there shall be an majority agreement of the applicable Owners to undertake the same.

3.8. *Required Insurance.* Each Owner shall obtain and maintain throughout its ownership of a Lot, a policy of general liability insurance in an amount of Two Million Dollars (\$2,000,000.00), naming each other Owner (in the same section of Lots) as an additional insured, and said policy shall be non-cancellable without thirty (30)

days' written notice to each insured. Each Owner shall provide Declarant a current copy of said policy or certificate thereof.

3.9. Initial Asphalt Construction of Driveways. Except for Declarant, the initial Owners of the Lots benefitted or burdened by the Common Driveway Easements shall also jointly share proportionately all of the costs and expenses of the initial design, permitting, grading, construction and asphalt paving of the Driveways (beyond any current gravel construction) serving their respective Lots which Driveways shall each be a minimum of fourteen (14) feet in width and shall be paved with asphalt (collectively the "**Driveway Construction Costs**"), each being liable for its proportionate share of the Driveway Construction Costs but only for that portion of the Driveways to be used jointly by such Owners. The Owners of the Lots for that portion of the Driveways that only serve those Lots (i.e., are not jointly shared with other Owners of Lots) shall be solely responsible for all the Driveway Construction Costs of that portion of the Driveways. Notwithstanding the above provisions, liability for such construction costs and expenses shall not accrue to either Owner until such time as a building permit has been issued for placement of a Dwelling Unit upon one of the Lots. At such time as an Owner has been issued a building permit by the applicable Governmental Authority, the above described joint construction obligations shall commence as to each of the then Owners of the Lots benefitted or burdened by the Common Driveway Easements. All Driveways shall be paved by the Owners no later than five (5) years after the recording date of the deed from Declarant to the initial Owner for the first Lot in each of the Section 1 Lots, Section 2 Lots and Section 3 Lots.

3.10. Responsibility for Driveway Damage. Notwithstanding the foregoing provisions, each Owner shall be fully and completely responsible for any and all damages or destruction of the Driveways caused solely by the acts of such Owner, or its Permittees.

#### SECTION 4. ARCHITECTURAL CONTROL COMMITTEE.

4.1. There shall be an Architectural Control Committee (the "**Committee**") composed of three (3) people. A majority of the Committee may designate a representative to act for it. Notwithstanding the foregoing, until the later to occur of: (a) the date of closing on which the last of the Lots is sold by the Declarant; or (2) December 31, 2027, the Committee may be composed of two (2) people, appointed solely by Declarant. Thereafter, in the event of the death or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the Committee, nor their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. All of the responsibilities and duties herein delegated to the Committee shall be carried out by Declarant unless and until Declarant appoints such a Committee. Notwithstanding anything to the contrary, references made hereinafter to the Committee shall apply with equal force to Declarant acting in the capacity of such Committee.

4.2. Except for construction or development by, for or under contract with Declarant, and except for purposes of proper maintenance and repair, no building, fence, wall, landscaping, exterior lighting or other structure or improvement of any type or any nature shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, commenced or maintained on any Lot (including, but not limited to, changes in color, changes or additions to Driveways or walkway surfaces and landscaping modifications) which would, in any manner, alter the appearance of any Lot or any improvement thereon, the Entrances, Landscape Easement Areas, Common Easement Areas or Driveways, until the complete, accurate, current, detailed engineering, architectural and landscaping plans and specifications showing the nature, kind, shape, height, size, materials, type of construction, landscaping, plantings and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography and conformity with the design concept for the Lots by the Committee (collectively the "Plans").

4.3. Upon the date of closing of the sale of the last of the Lots or **December 31, 2027**, whichever occurs later, the Committee may request nominations from the Owners for new members of the Committee. In the event Declarant fails to request nominations, two (2) or more Owners may coordinate requests for nominations. If such nominations are requested and less than three (3) Owners are nominated, then the Committee shall be terminated upon a vote of the majority of the Owners of the Lots in the Community provided a successor to the Committee is appointed by a majority of the Owners of said Lots. If three (3) Owners are nominated, those persons shall be and become the members of the Committee. If more than three (3) Owners are nominated, the Committee may conduct a vote by mail to elect the remaining members of the Committee, or, should the then members of the Committee decline to conduct such a vote, the then Owners of a majority of the Lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee, or to withdraw from the Committee or restore to it any of its powers and duties.

**SECTION 5. APPROVALS, ETC.** Upon any approval by Declarant of any Plans submitted pursuant to the provisions of Section 4 of this Declaration, a copy of such Plans, as approved, shall be deposited among the permanent records of Declarant, and a copy of such Plans bearing such approval, in writing, shall be returned to the Owner submitting the same. In the event Declarant fails to approve or disapprove any Plans that may be submitted to it pursuant to the provisions of this Declaration within sixty (60) days after the Plans (and all other materials and information required by Declarant) have been submitted to it in writing, and the submitting Owner sends written notice to Declarant that said sixty (60) day period has expired, and providing Declarant with an additional thirty (30) days to approve or deny the submitted Plans, then upon expiration of such additional 30-day period, if no decision is forthcoming, then approval will not be required, and this Declaration will be deemed to have been fully complied with. Design approval by Declarant shall in no way be construed as to pass judgment on the conformity with the Zoning Code or any other applicable Governmental Law(s), or correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed or their suitability for a particular fitness or use. As



part of the submission of the Plans, Declarant shall have the right to charge a reasonable fee for reviewing such Plans in an amount **not to exceed Three Hundred Dollars (\$300.00)** or as otherwise provided by Governmental Law. Any exterior addition to, or change or alteration made, without submission of Plans having first been made and approval obtained, as provided above, shall be deemed to be in violation of this covenant, and may be required to be restored to the original condition at the Owner's sole cost and expense. In any event, no such exterior addition to or change or alteration shall be made without approvals and permits therefore having first been obtained by the Owner from the applicable Governmental Authorities. Plans may be disapproved by the Committee for any reason, including purely aesthetic reasons.

**FREDERICK COUNTY, MARYLAND AND THE STATE OF MARYLAND IMPOSE RESTRICTIONS THAT INCLUDE, WITHOUT LIMITATION, LOT COVERAGE, BUILDING DIMENSIONS AND SET BACKS. IT IS EACH OWNER'S RESPONSIBILITY TO DETERMINE WHAT RESTRICTIONS APPLY TO THEIR RESPECTIVE LOT, ABIDE BY SUCH RESTRICTIONS, AND ENSURE ALL REQUIRED APPROVALS FROM FREDERICK COUNTY, MARYLAND, THE STATE OF MARYLAND OR OTHERWISE ARE OBTAINED BEFORE COMMENCING CONSTRUCTION OF ANY LOT IMPROVEMENT.**

**SECTION 6. LIMITATIONS.** Construction or alterations in accordance with Plans approved by Declarant pursuant to the provisions of this Declaration shall be commenced within six (6) months following the date on which the Plans are approved by Declarant (whether by affirmative action in writing or by forbearance from action, as above provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such period as Declarant shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the Plans by Declarant shall be conclusively deemed to have lapsed and compliance with the provisions of this Section shall, again, be required. There shall be no deviation from the Plans approved by Declarant without the prior consent, in writing, of Declarant. Approval of any particular Plans shall not be construed as a waiver of the right of Declarant to disapprove such Plans, or any elements or features thereof, in the event such Plans are subsequently submitted for use in any other instance.

**SECTION 7. RULES AND REGULATIONS, ETC.** Declarant may, from time to time, adopt and promulgate such additional rules and regulations regarding the form and content of Plans to be suitable for approval, and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such design guidelines, rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Declaration. The decisions of Declarant shall be final.

**SECTION 8. ARCHITECTURAL CONTROL COVENANTS, RESTRICTIONS AND GUIDELINES.** Subject to Governmental Laws, the Design Guidelines, and except for construction or development by, for or under contract with

Declarant (including but not limited to Section 14.1), any improvements to any Lot accomplished by Declarant, and Maintenance Work, and except as specifically provided herein to the contrary, and without limiting the provisions of this Declaration, the following shall apply to every Lot and Dwelling Unit within the Property, regardless of whether a Committee exists:

8.1. No exterior lighting, emanating from a Lot, shall be directed outside the boundaries of the Lot.

8.2. Styles of fences and screening of fences may be installed as approved by the Declarant. Chain link fences are not permitted. If applicable, each Owner shall be responsible for providing reasonable access to utility companies or utility easement areas as shown on the Record Plats (or any future re-subdivision, addition or correction plats) for the Community or as provided in easement agreements. If a fence is installed it must be located no taller than forty-eight (48) inches in height, should not interfere with underground or surface drainage, structures, pipes or ditches, and no closer to any street than the front side of any Dwelling on the Lot with the remainder of the fence located on the Lot lines, unless otherwise not permitted by utility easement agreements, and the location of which shall be in compliance with any restrictions provided in the Zoning Code. The restrictions of this Section 8.2 shall not apply to retaining walls required by applicable Governmental Laws including the Zoning Code, but shall include other enclosures, patios and retaining walls which shall require written approval of Declarant.

8.3. Installation of all television aerial or radio antenna and other devices intended to receive telecommunications signals such as direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS) (collectively referred to herein as "Antennae") are permitted so long as each Antennae does not exceed eighteen inches (18") at its widest point, subject to approval of Declarant. Installation of Antennae shall be governed by Governmental Laws adopted by the Federal Communications Commission ("FCC"). Every effort should be made to locate Antennae so that the Antennae are not visible from the street, and, if located on the ground, should be installed as close to the Dwelling Unit as possible, without interrupting transmission, and screened as much as possible with landscaping. Antennae shall be of a standard manufacturer color, such as gray, brown, and off white. Antennae situated entirely within a Dwelling Unit, and not visible from the exterior, are permitted.

8.4. The construction of all Dwellings shall be completed within five (5) years from the respective date of the initial purchase of each Lot from Declarant.

8.4.1. All Dwellings **must incorporate an attached or detached, at grade two (2) car garage** with a minimum footprint of twenty-four (24) feet by twenty-four (24) feet. Vehicle doors are required, and side or rear vehicle entry into the garage is strongly encouraged. Said garage is not to be counted in calculating the square footage requirement for any Dwelling.



8.4.2. **Manufactured housing is not allowed.** With the exception of prefabricated trusses and wall panels, no structural portion of the Dwelling may be manufactured or assembled off of the building site of the Lot.

8.5. Notwithstanding anything to the contrary contained in this Declaration, no garage located within the Property, if any, may be altered, modified or changed in any manner which would inhibit or in any way limit its function as a parking area for vehicles. No garage or other outbuilding shall be placed, erected or maintained upon any part of any Lot except for use in connection with a Dwelling already constructed or under construction at the time such garage or other outbuilding is placed or erected upon such Lot. Nothing herein shall be construed to prevent incorporation and construction of a garage (in addition to such attached garage as is required pursuant to Section 8.4 above) as part of such Dwelling Unit or constructed as a detached building, except that all garages shall be large enough to accommodate a minimum of automobiles. All garages, whether attached or detached, shall have side or rear entrances unless Lot configurations place undue restraints on the siting of a Dwelling as determined at the sole discretion of the Declarant. No garage or outbuilding erected on any Lot within the Property shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. All accessory structures shall be permanent in nature and contain a minimum of four hundred (400) square feet preferably with rear or side facing entry doors. All garages and accessory structures are to be erected with similar building materials as the Dwelling Unit constructed on said Lot.

8.6. Intentionally Deleted.

8.7. Intentionally Deleted.

8.8. The roof of any Dwelling Unit shall be repaired or replaced with materials substantially identical in construction, shingle type, texture and color as the material approved by Declarant or utilized in the original construction of the Dwelling.

8.9. Any air-conditioning unit located within a window is strictly prohibited.

8.10. No basketball backboards will be allowed to be attached to the front or side of any Dwelling. No basketball backboards will be allowed on any pole or post in the front yard of any Lot but must be confined to the rear or side yard on said Lots. No temporary or moveable basketball backboards will be permitted on any Lot at any time.

8.11. Decks must be constructed of natural materials or materials that provide a natural appearance. Decks shall be confined to the rear of the Dwelling.

8.12. Above-ground swimming pools (excluding portable pools which are play equipment for children) are prohibited. Approved Plans under Section 4 of this Declaration is required for in-ground swimming pools.

8.13. Patios may only be located in the rear yard and are prohibited from extending beyond the side of the Dwelling Unit. Materials allowed are reinforced concrete, flagstone or brick. If brick or flagstone is used, a sturdy wooden barrier must surround the perimeter of the patio unless the brick is at ground level.

8.14. Intentionally Deleted.

8.15. No elevated tanks of any kind shall be erected, placed, or permitted on any part of the Lots. All tanks for use in connection with any Dwelling constructed on a Lot, including tanks for storage of fuel, must be buried or screened sufficiently to conceal them from view of neighboring Lots or roads or streets. All enclosures for trash or garbage receptacles, mechanical equipment, coolers, woodpiles, or storage piles shall be screened in to conceal them from the view of neighboring Lots, roads or streets. Plans for all enclosures of this nature must be approved by Declarant prior to construction.

8.16. Children's play equipment, including, without limitation, bikes, wagons and skateboards, are not permitted to remain overnight within any driveway, front yard, or side yard of a Lot. Permanent play structures, including, without limitation, play sets, swing sets, play houses, and jungle gyms, shall be located only in the rear yard of a Lot and shall not be visible from the street. Where Lot configurations do not provide for shielding from the street, the equipment shall be screened from public view through the use of landscaping, fencing, retaining walls or a combination thereof; Plans of which must be submitted to Declarant for approval.

8.17. Upon earlier to occur of December 31, 2027, or the issuance of the last certificate of occupancy with each section of Lots, all off-street parking facilities and Driveways shall be of blacktop, concrete, or paver construction. All Driveway areas from the street to the Dwelling and/or garage areas shall be totally finished with the aforementioned materials. No gravel or loose stone is permitted after said date. No concrete aprons will be allowed with asphalt Driveways or vice versa.

8.18. The Declarant will install stone-faced community mailboxes to serve the sections of the subdivision as directed by the local US Postal Service offices.

8.19. Only collapsible or retractable or exterior clothes dryers or lines shall be erected, which shall be collapsed or retracted and removed when not in use. Said collapsible or retractable exterior clothes dryers or lines shall only be located to the rear of any residential Dwelling and shall not be visible from the street.

8.20. Upon completion of the Dwelling, all disturbed areas shall be seeded, sodded or mulched. All landscaping that is within twenty (20) feet of the exterior walls of the Dwelling as approved by Declarant pursuant to Section 4 hereof, including the final grading and seeding of the lawn around the Dwelling, must be completed within three (3) months after the issuance by Frederick County of the certificate of occupancy for the Dwelling Unit. If occupancy occurs during the winter months, then the required landscaping shall be installed within 120 days from the start of the next growing season.

**SECTION 9. PROHIBITED USES AND NUISANCES.**

9.1. 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 Owners. 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.

9.2. Except as explicitly set forth in this paragraph, the maintenance, keeping, boarding, or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling, or other part of the Property, except that this shall not prohibit the keeping of horses, dogs, cats, caged birds or other small domestic pets provided: (i) they are not kept, bred or maintained for commercial purposes; (ii) such pets are not a source of annoyance or nuisance to the Community or other Owners; (iii) no more than a total of three (3) such pets may be maintained upon a Lot or the Dwelling Unit erected thereon; and (iv) such pets are maintained in strict conformance to all Governmental Laws including but not limited to the Zoning Code. Roosters are expressly prohibited. No more than a combination of six (6) chickens and/or rabbits are allowed for the use and enjoyment of the Owners and not for commercial purposes, only if such chickens and/or rabbits are kept and cared for in a manner such that they are not visible from the public road, the Driveways and/or any adjacent Lot or property. No kennels or kennel-type structures shall be allowed on any Lot. Declarant shall have the authority, after conducting a meeting in the same manner and with the same process as set forth for a dispute as to Maintenance Work set forth in Section 3.6.1 above, to determine whether a particular pet is a nuisance or a source of annoyance to other Owners, 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 must be accompanied by a responsible person and they must be carried or leashed. Declarant shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

9.3. 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. Notwithstanding the foregoing, the storing of building materials that will be consumed and/or incorporated into an approved structure within twelve (12) months of their placement on a Lot shall be permitted. Additionally, the controlled burning of leaves, brush, twigs and similar yard debris shall be allowed if pursuant to a valid burn permit issued by applicable Governmental Authorities.

9.4. No garbage, recycling or trash containers shall be kept on the front or side yard of any Lot and all such garbage, recycling and trash containers shall be kept or maintained in the rear yards of any Lots or under or upon decks that shall be screened from public view at all times. Garbage, recycling and trash containers shall not be

permitted in public view except on the evenings prior to (no earlier than 7:00 PM EST) and the days of trash collection (no later than 7:00 PM EST). No incinerator shall be kept or maintained upon any Lot.

9.5. Except for parking within fully enclosed garages or accessory units, and except as herein elsewhere provided, no farm equipment, junk and/or abandoned vehicles, commercial vehicles (including vans used for commercial use), trucks (over  $\frac{3}{4}$  ton capacity) (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice), unlicensed or inoperable motor vehicles (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), mobile homes, campers, trailers, camp trucks, house trailers, boats 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) shall not be visible from any other Lot or within the Property including (except for bona fide emergencies) the repair or extraordinary maintenance of automobiles or other vehicles. Notwithstanding anything to the contrary herein, the Declarant shall have the sole and absolute right to establish rules and regulations with respect to the location and appropriate screening of any vehicles and/or equipment permitted under this paragraph 9.5.

9.6. Tents, tree houses or other similar temporary living or camping quarters or outbuilding or structure may be used on any Lot temporarily; however, shall not be visible from any other Lot or within the Property.

9.7. 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 Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any Governmental Authority (including any public or quasi-public utility), or to Declarant or any other person for any purpose.

9.8. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on Driveways, roadways and streets.

9.9. The display of a candidate sign or a sign that advertises the support or defeat of any question submitted to the voters, as such terms are defined and set forth in Section 11B-111.2 of the Real Property Article of the *Annotated Code of Maryland* (2013), as amended from time to time, is restricted:

(a) In accordance with applicable provisions of Governmental Law; and

(b) Unless otherwise specified by Governmental Law, for a time period which is in excess of (i) thirty (30) days before the primary election, general election, or vote on the proposition; and (ii) seven (7) days after the primary election, general election or vote on the proposition.

Except for entrance signs, directional signs, private security system signage affixed to the exterior of a Dwelling and not exceeding eight and one-half inches by eleven inches (8 ½" x 11"), signs for traffic control or safety and such promotional sign or signs as may be maintained by Declarant, and subject to the Zoning Code, 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 (1) sign not exceeding two (2) square feet in area and not illuminated may be attached to a Dwelling where a permitted office is maintained, and provided, further, that one (1) 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 (except such signage as may be installed and/or approved by the Declarant during the period that shall not exceed the point at which all Lots are sold by the Declarant). Any such temporary sign shall be removed promptly following the sale or rental of such Dwelling. Any signs in violation of such restrictions are subject to removal in accordance with the Zoning Code.

(c) Except as set forth above, and except as the provisions hereof may be prohibited by Governmental Laws, no sign or other advertising device of any nature shall be placed upon any Lot except as provided herein. Declarant may, in its discretion, adopt and promulgate rules and regulations relating to signs that may be employed. Declarant shall have the right to erect and use signs during the course of development and marketing of the Community.

9.10. No water pipe, sewer pipe, gas pipe (except as may be used for outdoor gas grills or barbecues), drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground, and no wire, cable or other similar transmission line may be attached to the exterior of any structure or Dwelling on any Lot or above the surface of the ground other than as customarily required for routine installation of such transmission lines by cable television, telephone or other similar companies, governmental or quasi-governmental agencies.

9.11. 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 or drainage easement areas.

9.12. Vegetable gardens shall be maintained only within the rear yard of any Lot and shall be maintained in a neat and attractive manner.

9.13. Lawn furniture shall be used and maintained in rear yards or on decks, front porches or patios only.

9.14. 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.



9.15. Declarant is exempt from the use and nuisance restrictions set forth in this Section. All prohibited uses and nuisances are subject to Governmental Laws.

**SECTION 10. RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY LOSS.** In the event any Dwelling is partially or completely destroyed by fire or other casualty, and in the absence of a written resolution to the contrary issued by Declarant, the Owner of such Dwelling shall restore or reconstruct such Dwelling, at its own expense within three hundred sixty (360) days from the date of destruction or casualty, in accordance with the original Plans, or with such amended Plans as may be approved, in writing, by Declarant at the request of such Owner.

**SECTION 11. ENFORCEMENT – RIGHT TO REMOVE OR CORRECT VIOLATIONS.** In the event any violation or attempted violation of any of the covenants, easements or restrictions contained in this Declaration shall occur, or be maintained, upon any Lot or Dwelling Unit thereon (including the Entrances, Landscape Easement Areas and the Common Driveway Easement Areas), or in the event of any other conduct in violation of any of the provisions or requirements of this Declaration, then the same shall be considered to have been undertaken in violation hereof and without the approval of Declarant required herein, and, upon written notice from Declarant, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the person responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such person, then Declarant shall have the right, through its employees or other agents (but only after a resolution of Declarant), to enter upon such Lot (including the Entrances, Landscape Easement Areas and the Common Driveway Easement Areas) and to take such steps as may be necessary to remove, otherwise terminate or abate such violation, and the costs thereof and reasonable attorneys' fees incurred thereby may be assessed against the Lot upon which such violation occurred or against the Owner of the Lot responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such person, and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become due and payable, a continuing lien upon such Lot, and a binding personal obligation of the Owner of said Lot. Declarant shall have the further right, through its employees or other agents, to enter upon and inspect any Lot (including the Entrances, Landscape Easement Areas and the Common Driveway Easement Areas), at any reasonable time, for the purpose of ascertaining whether any violation of the provisions of this Section, or any of the other provisions or requirements of this Declaration, exist on any Lot; and neither Declarant nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

**SECTION 12. ENFORCEMENT – FINES.** In addition to the means for enforcement provided elsewhere herein, Declarant shall have the right to levy fines against an Owner, or its guests, relatives, lessees or invitees, in the manner set forth herein, and such fines shall be collectible as an assessment, such that Declarant shall have a lien against

the Lot of such Owner, as provided in this Declaration, and such fine(s) shall also become the binding personal obligation of such Owner.

12.1. Declarant shall be charged with determining where there is probable cause that any of the provisions of this Declaration are being, or have been, violated. In the event that Declarant determines an instance of such probable cause, it shall provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies or is visiting if such person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a Meeting (conducted in the same manner and process as the Meeting regarding disputes related to Maintenance Work) before Declarant upon written request made by the Owner within five (5) days of the delivery of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation, or each day during which it continues, shall be deemed a separate offense, subject to a separate fine not to exceed Twenty-Five Dollars (\$25.00) for each offense (by way of example and not limitation, 6 days of violation will result in a fine of \$150.00). The notice shall also specify, and it is hereby provided, that in lieu of requesting a meeting, the alleged violator or Owner may respond to the notice within five (5) days of its delivery, acknowledging, in writing, that the violation occurred as alleged, and promising that it will, henceforth, cease and will not recur, and that such acknowledgment, promise and performance, in accordance therewith, shall terminate the enforcement activity of Declarant with regard to such violation.

12.2. If a Meeting is timely requested under this Section 12.1, Declarant shall hold the same, and shall hear any and all defenses to the charges, including any witnesses that the alleged violator, Owner or Declarant may produce. Any party at the Meeting held pursuant to Section 12.1 may be represented by counsel.

12.3. Subsequent to any Meeting or, if no Meeting is timely requested and if no acknowledgment and promise is timely made, Declarant shall determine whether there is sufficient evidence of a violation or violations, as provided therein. If Declarant determines that there is sufficient evidence, it may levy a fine for each violation, in the amount(s) provided herein.

12.4. A fine pursuant to this Section shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is the Owner of that Lot and shall be collectible in the same manner as any other assessment, including by Declarant's lien rights, as provided in this Declaration. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting such Owner's Lot payment of the amount of any fine(s) assessed against that Lot.

12.5. Nothing herein shall be construed as a prohibition of, or limitation on, the right of Declarant to pursue any other means of enforcement of the provisions of this Declaration, including, but not limited to, legal action for damages or injunctive relief.



### **SECTION 13. DUTY TO MAINTAIN – MARYLAND CONTRACT LIEN ACT.**

13.1. Each Owner shall keep each Lot owned by it, all improvements therein or thereon in good order and repair, and free of debris, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery (subject to any "FRO", as hereinafter defined, or other conservation easements), the required maintenance of the Entrances, Landscape Easement Areas, the Driveways and the Common Driveway Easement Areas and other on-Lot easement areas, including lights, light fixtures and posts, landscaping, fencing and storm water management areas (if any and unless otherwise provided for in a separate easement agreement), and the painting (or other appropriate external care) of all buildings and other improvements, including, without limitation, storm drain and utility easement areas, all in a manner, and with such frequency, as is consistent with good property management.

13.2. In the event an Owner of any Lot shall fail to maintain the Lot and the other improvements situated thereon, as provided in this Section 13, Declarant may appoint someone to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot, the exterior of the buildings and any other improvements erected thereon including but not limited to the Entrances, Landscape Easement Areas, the Driveways and the Common Driveway Easement Areas. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien, and the costs of collection, may be enforced in accordance with the **Maryland Contract Lien Act** or as otherwise provided in applicable Governmental Laws.

13.3 Any lien arising pursuant to this Section 13, or any other Section of this Declaration shall be subordinate to the lien of any First Mortgage secured by said Lot. Sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to Mortgage or a foreclosure, or any proceeding or act in lieu thereof, shall extinguish any such lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the Mortgagee under a Mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the Mortgagee shall join in the execution of such amendment.

### **SECTION 14. RESERVATION OF EASEMENT RIGHTS BY DECLARANT.**

14.1. Declarant hereby reserves to itself and the Committee, as the case may be, their respective successors and assigns, a non-exclusive easement and right-of-way in, through, over and across the Lots for the right but not the obligation to install, construct, maintain, re-construct and repair utilities, cables, gas lines, storm drains, landscaping, and appurtenances to any of the same, and for all other purposes reasonably related to, including, without limitation, the future corrective Maintenance of the Lots, the completion of construction, the achievement of uniform grading on adjoining Lots, the furnishing of required warranty services and the provision of utility services, whether

public or private, to the Lots and to other property adjacent to, or in the vicinity of, the Lots. In addition, Declarant specifically reserves the absolute right to grant easements as may be required by Declarant to a wireless internet service provider for the installation, operation, maintenance and repair of necessary equipment related thereto including but not limited to a tower structure, antennas, and related structures and equipment on Lot 203 pursuant to a lease agreement with such service provider. Any and all instruments of conveyances made by Declarant to each Owner with respect to a Lot shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instrument.

14.2. Declarant hereby reserves the absolute right to grant easements and rights-of-way, both temporary and permanent, over the Common Driveway Easement Areas to any and all Governmental Authorities and to any and all private or public utilities, including, without limitation, Frederick County, Maryland, the State of Maryland, First Energy or Potomac Electric Power Company, Xfinity Cable, internet services, AT&T and Verizon.

14.3. Each Owner shall grant such easements as may be required by Declarant over and through its respective Lot in the Community that is required for the release of any public improvement bond. Each Owner, by the acceptance of a deed for the conveyance of any Lot, covenants not to damage or destroy any improvements made by Declarant on the Property and shall hold Declarant harmless from the cost of repairing or replacing any of such improvements, or any portion thereof, so damaged or destroyed by such Owner, its family, its guests or invitees.

**SECTION 15. FOREST CONSERVATION EASEMENT.** Pursuant to the Frederick County Forest Resource Ordinance ("FRO"), portions of the Community will be subject to forest conservation easements and restrictions establishing one or more natural conservation areas within the Community for purposes of restricting clearing, grading and other disturbances within such areas, subject to the terms of applicable Governmental Authorities or agents. Such conservation areas may include, without limitation, stream buffers, wetlands, flood plain, forest conservation areas, reforestation areas and afforestation areas, as designated on the approved Forest Conservation Plan for the Property. There may be signs posted on Lots that delineate the edge of the conservation easement areas that abut rear Lot lines. Owners shall not remove, damage, destroy or otherwise alter such signs and shall maintain, repair and replace the signs as may be necessary. Owners shall conduct their activities in accordance with such easements and restrictions. The maintenance and replanting obligations arising under applicable FRO deeds of easement and forest improvement and protection agreement shall be the responsibility of the Owner of the Lot burdened by the FRO easement.

**SECTION 16.** Intentionally Deleted.

**SECTION 17.** Intentionally Deleted.

**SECTION 18.** Intentionally Deleted.

**SECTION 19. PRIORITY OF LIEN.** Any lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges, of whatever nature, except the following:

19.1. General and special assessments for ad valorem real estate taxes on the Lot; and

19.2. As stated in Section 13.3 above, the liens of any Mortgage duly recorded on the Lot prior to the assessment thereon of the lien provided for in this Declaration, or duly recorded on said Lot after receipt of a written statement from Declarant reflecting that payments on said lien were current as of the date of recordation of the Mortgage.

19.3. Intentionally Deleted.

19.4. No amendment to this Section shall affect the rights of the Mortgagee of any First Mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment, unless the Mortgagee shall join in the execution of such amendment.

**SECTION 20.** Intentionally Deleted.

**SECTION 21. ENFORCEMENT.** Declarant and its successors and assigns, the Committee, each Owner, and Mortgagee, shall have the right to enforce without limitation, by any proceeding at law or in equity (except as otherwise provided herein), all covenants, conditions, easements, restrictions and reservations imposed by this Declaration. Any award granted shall include the costs of any enforcement action, including, without limitation, court costs and reasonable attorneys' fees. The failure or forbearance by Declarant, the Committee, or an Owner to enforce any covenant, easement or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be, and there is hereby, created and declared to be a conclusive presumption that any violation, breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by the recovery of damages.

**SECTION 22. DURATION AND AMENDMENT.** The covenants, conditions, easements and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of, and be enforceable by, the Owner(s) of any Lot subject to this Declaration (and the fee simple owner of the Adjoining Land), their respective legal representatives, heirs, successors and assigns for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years. Covenants and restrictions of this Declaration may be amended during the first five (5) year period by an instrument signed, sealed, and acknowledged by the Owners of two-thirds (2/3) of the Lots subject to this Declaration; and amended after such five (5) year period by an instrument signed, sealed, acknowledged by the Owners of a simple majority of the Lots subject to this Declaration with each Lot allocated one (1) vote. Any such amendment must be properly recorded among the Land

Records. So long as Declarant owns one (1) or more Lots in the Community and the Adjoining Land, any such proposed amendment must be approved by Declarant.

Notwithstanding the foregoing except for the rights of Mortgagees set forth herein, this Declaration may be amended by Declarant without the vote of the other Owners prior to the conveyance of the majority of the Lots to Owners.

**SECTION 23. ANNEXATION AND DEANNEXATION.** For a period of ten (10) years from the date of recordation of this Declaration, Declarant may annex or de-annex any real property it owns to, or withdraw any Lot(s) it owns from, the operation and effect of this Declaration without the vote of the Owners subject, however, to the rights and obligations of Owners related to the use, Maintenance Work and Maintenance Costs for the Entrances, Landscape Easement Areas and Common Driveway Easement Areas. Such annexation or withdrawal shall be effected by the recordation of a supplement to this Declaration among the Land Records. Such supplementary declarations may contain such complementary additions and modifications to the covenants, conditions and restrictions set forth in this Declaration as may be necessary to reflect the different character or use, if any, of such annexed property that may then be applicable to the Lot(s) being subjected at such time and the terms of such supplementary declaration shall be controlling over any contradictory terms within this Declaration.

**SECTION 24. SUCCESSORS OF DECLARANT.** Any and all rights, reservations, easements, interests, exemptions, privileges and powers, or any part of them, of Declarant hereunder may be assigned and transferred (exclusively or non-exclusively) by Declarant, with or without notice to the Owners.

**SECTION 25. DRAINAGE AND UTILITY EASEMENTS.** Portions of the Community (including the Entrances, Landscape Easement Areas and the Common Driveway Easement Areas) may be subject to storm drainage, storm water management and utility easements as shown and described on the Record Plats. Owners of Lots on which any such easement is located are responsible for determining the location of any such easement area within their Lot(s) and the maintenance of such easement area. Owners are prohibited from modifying any storm drain system or taking any action that would interrupt the flow of storm water, cause a backup, or obstruct the passage of storm water therein. Owners shall not connect to the storm drain system, or any above ground grate. Owners shall keep any storm drains located on their Lot free from debris. In the event an Owner damages an underground storm drain system, said Owner shall be responsible for repair or replacement of said storm drain system, as well as any property damage due to the storm drain system's disrepair. Unless otherwise provided in separate recorded instruments of record, fences, trees or shrubs and vegetation may be located in the aforementioned easement areas but shall not damage or interfere with any Easement for the installation or maintenance of utilities, or impede, obstruct or unreasonably change the direction or flow of any drainage channels or drainage easement areas.

**SECTION 26.** Intentionally Deleted.

**SECTION 27. NO-IMPACT HOME-BASED BUSINESS.** A portion of a Dwelling Unit may be used as a “no-impact home-based business” as defined in Section 11b-111.1 of the Real Property Article, *Annotated Code of Maryland* (2012), as amended from time to time, and shall be permitted, provided that: (i) before any Dwelling Unit may be used as a no-impact home-based business the Owner and/or resident of such Dwelling Unit shall notify Declarant, in writing, at least thirty (30) days prior to the opening of the no-impact home-based business; and (ii) only the Lot and no other area shall be used in connection with any permitted no-impact home-based business.

Allowing a no-impact home-based business in the Community does not constitute an endorsement or recommendation of any such business on the part of Declarant.

**SECTION 28. FAMILY CHILD CARE.** The use of any Dwelling as a “Family Child Care Home” is permitted, provided that it meets all of the necessary approvals under Governmental Laws, and provided that: (i) before any Dwelling Unit may be used as a Family Child Care Home, the Owner and/or resident of such Dwelling Unit shall notify Declarant, as the case may be, in writing, at least thirty (30) days prior to the opening of the Family Child Care Home through the filing of an application for approval; and further, provided (ii) that Declarant, or its respective designee, is provided at least annually with evidence to its satisfaction that any such Dwelling continues to be in compliance with all of the necessary approvals under Governmental Laws. Notwithstanding the above, Declarant may order that any such Family Child Care Home cease its operations or otherwise modify its operations, including reducing the number of children, on the grounds that the activity is creating a nuisance. Declarant shall include in any such order a reasonable time in which to comply, as determined by Declarant, as the case may be. In situations where, in the judgment of Declarant, there does not appear the immediate threat of injury to persons or property, Declarant shall provide notice to the Owner(s) of the opportunity to speak at a Meeting convened to consider what action should be taken with regard to the Family Child Care Home under consideration and the parties shall be entitled to be represented by legal counsel at the Meeting.

In addition to the foregoing, an application filed with Declarant for use of a Dwelling Unit as a Family Child Care Home, is subject to the following conditions:

A. each “child care provider”, as defined in Section 11b-111.1 of the Real Property Article, *Annotated Code of Maryland* (2012), as amended from time to time, operating a Family Child Care Home within the Property shall pay, on a pro-rata basis (based on the total number of Family Child Care Homes operating within the Property) any increase in insurance costs incurred by Declarant that is solely and directly attributable to the operation of Family Child Care Homes within the Property;

B. a reasonable fee may be imposed, not to exceed Two Hundred and Fifty Dollars (\$250.00) per year, on each Family Child Care Home for use of the Common Driveway Easement;



C. application to Declarant for use of a Dwelling Unit as a Family Child Care Home shall be filed, in writing, at least thirty (30) days prior to the opening of the Family Child Care Home;

D. each child care provider operating a Family Child Care Home within the Property shall obtain the liability insurance described in Section 19-203 of the Insurance Article, *Annotated Code of Maryland* (2012), as amended from time to time, in at least the minimum amount described under that statute, and shall not operate unless such minimum liability insurance is in effect at all times; and

E. each Family Child Care Home must be registered under Title 5, Subtitle 5, Part V of the Family Law Article, *Annotated Code of Maryland* (2012), as amended from time to time, and shall not operate unless such registration remains current.

Allowing a Family Child Care Home in the community does not constitute an endorsement or recommendation of any such business on the part of Declarant.

#### **SECTION 29. WAIVER OF COMMON SCHEME AND MERGER.**

Declarant, expressly waives the principal of common scheme with respect to any real property it owns that is shown on the Record Plats that has not been subjected to the terms of this Declaration, or any real property adjacent to the Property or the Adjoining Land, and Declarant shall be free to develop any real property, shown on the Record Plats and any real property adjacent to the Property owned and/or developed by Declarant in any manner which Declarant deems appropriate so long as such real property is developed in accordance all applicable Governmental Laws. Declarant acknowledges its common ownership as to the Property and the easements declared and reserved herein. It is the intention of Declarant that such common ownership of the fee simple interests of the Property and the easements declared and reserved herein shall not extinguish or eliminate all or any of the easements. It is the intention of Declarant that at the time of the conveyance of a fee simple interest in and to the Property or any portion thereof, that Declarant shall reserve the easements created in this Declaration as provided herein.

#### **SECTION 30. INTERPRETATION AND CONSTRUCTION.**

30.1. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Community.

30.2. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, whether expressly set forth therein or not.

30.3. Invalidation of any one of these covenants, easements or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

30.4. Intentionally Deleted.

**SECTION 31. MISCELLANEOUS.**

31.1. The introductory RECITALS are incorporated into the body of this Declaration.

31.2. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of the Common Driveway Easements by any public or municipal agency, authority or utility, and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Driveway Easements.

31.3. The captions contained in this Declaration are for convenience only, are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

**SECTION 32. NOTICES.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be in writing and shall be deemed to have been properly sent when mailed (i) by ordinary mail, postage pre-paid, (ii) certified mail, return receipt requested, or (iii) when deposited with an overnight delivery service that operates nationally, to the last known address of the person who appears as record owner of any Lot that is part of the Property in the Frederick County Property Tax Assessment Records (SDAT). Notice to Declarant shall be sent to the address of the Declarant, unless Declarant provide notice to each Owner of a different address to send such notices.

**SECTION 33. GOVERNMENT AGENCY APPROVAL AMENDMENTS.** Anything set forth in this Declaration to the contrary notwithstanding, Declarant shall have the absolute unilateral right, power, and authority to modify, revise, amend, or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power, and authority of Declarant may be exercised only if the VA, FHA, FHLMC, FNMA, or the Government National Mortgage Association ("Ginnie Mae"), or any successor agencies or entities thereto or any agencies or entities providing similar programs shall require such action as a condition precedent to the approval by such agency or entity of the Property or any part thereof or any Lots thereon, for approved mortgage financing purposes under applicable VA, FHA, FHLMC, FNMA, Ginnie Mae, or similar programs. If the VA or the FHA or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to this Declaration made during any period of time when there are Dwelling Units constructed and occupied on the Lots shall also require the prior consent of the agency giving such approval.

**SECTION 34. OTHER EASEMENTS.** Declarant hereby acknowledges and discloses that the easements and rights described on EXHIBIT C attached hereto and incorporated herein are recorded among the Land Records and may affect portions of the Property and the Lots. Declarant makes no representation or warranty, express or implied, about the terms, conditions, restrictions, configuration, size or location of said easements



and rights-of-way and each Owner acknowledges and agrees by accepting a deed for a Lot that it has conducted its own title examination of the Lot conveyed by said deed as to the applicability and impact of any easements, right-of-way, covenants, conditions, restrictions or encumbrances of record on the Lot conveyed.

**[SIGNATURE APPEARS ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Declarant has caused these presents to be signed on the day and year first above written.

WITNESS:

Charlene M. Mercer

DECLARANT:

Earl M. Mackintosh, III  
Earl M. Mackintosh, III

STATE OF MARYLAND, FREDERICK COUNTY, TO WIT:

I hereby certify that on this 20<sup>th</sup> day of July 2018, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Earl M. Mackintosh, III**, known to me to be the person whose name is subscribed to the within instrument, and he did acknowledge the foregoing to be his act and deed.

Witness my hand and Notarial Seal.

Charlene M. Mercer  
NOTARY PUBLIC

My Commission Expires:

Frederick County, Maryland  
Charlene M. Mercer - Notary Public  
My Commission Expires 3/15/2022

Charlene M. Mercer Nancy H. Mackintosh  
Nancy H. Mackintosh

STATE OF MARYLAND, FREDERICK COUNTY, TO WIT:

I hereby certify that on this 20<sup>th</sup> day of July 2018, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Nancy H. Mackintosh**, known to me to be the person whose name is subscribed to the within instrument, and she did acknowledge the foregoing to be her act and deed.

Witness my hand and Notarial Seal.

Charlene M. Mercer  
NOTARY PUBLIC

My Commission Expires:

Frederick County, Maryland  
Charlene M. Mercer - Notary Public  
My Commission Expires 3/15/2022

Potomac Farms II, 2 & 3, LLC, a Maryland  
limited liability company

Charlene M. Mercer

By: (Signature) (SEAL)  
Name: Earl M. Mackintosh, III  
Title: Manager

STATE OF MARYLAND, COUNTY OF FREDERICK, to wit:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of July 2018, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Earl M. Mackintosh, III, who acknowledged himself to be the Manager of Potomac Farms II, 2 & 3, LLC, a Maryland limited liability company, and that he, as such Manager, being authorized so to do, executed the foregoing for the purposes therein contained.

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

Charlene M. Mercer  
Notary Public

My Commission Expires: 3/15/22

Frederick County, Maryland  
Charlene M. Mercer - Notary Public  
My Commission Expires 3/15/2022

#### ATTORNEY'S CERTIFICATE

THIS IS TO CERTIFY that the undersigned is a member, in good standing, of the Bar of the Court of Appeals of Maryland, and that the within instrument was prepared by him or under his supervision.

(Signature)  
David A. Severn

**EXHIBIT A**

3 Pages:

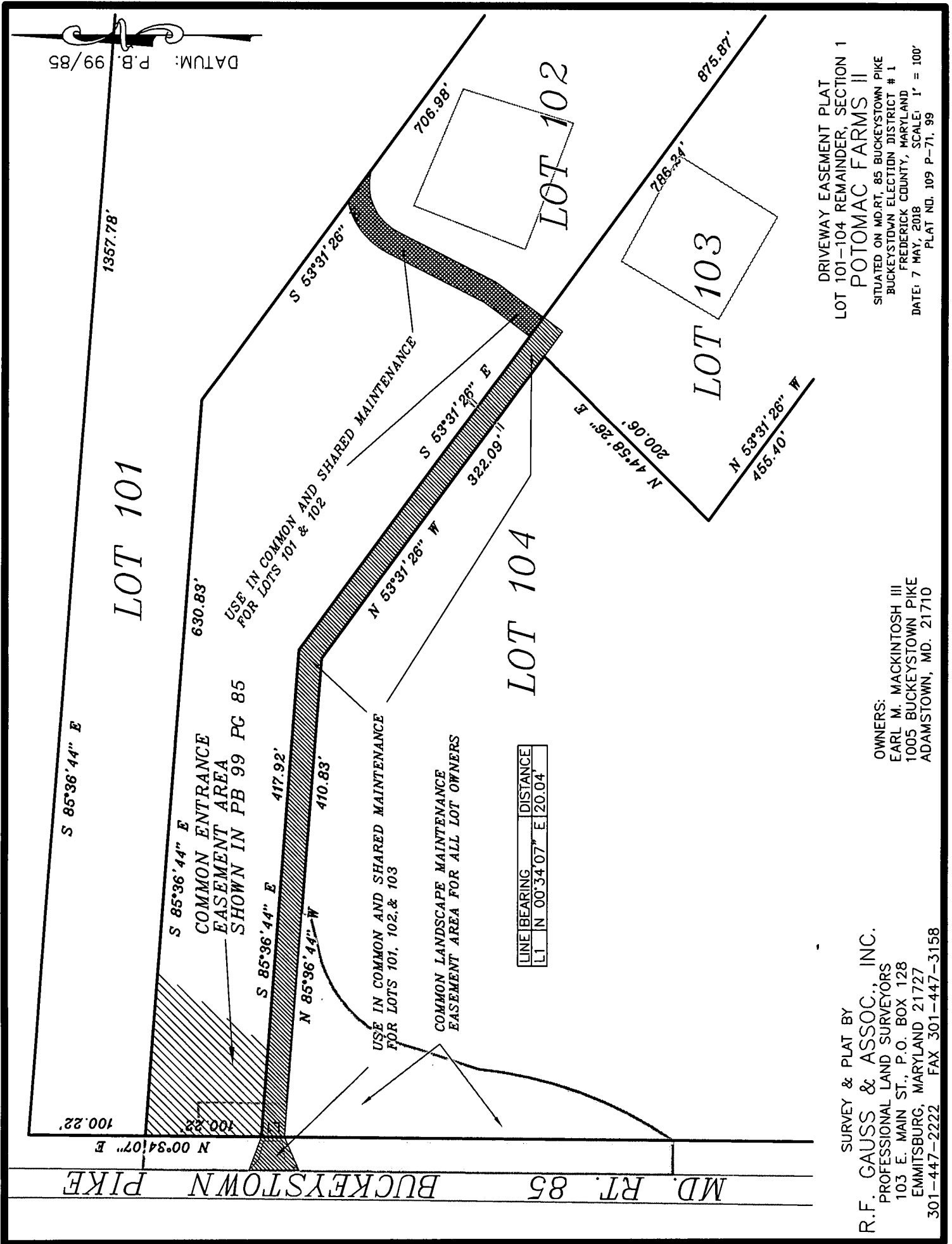
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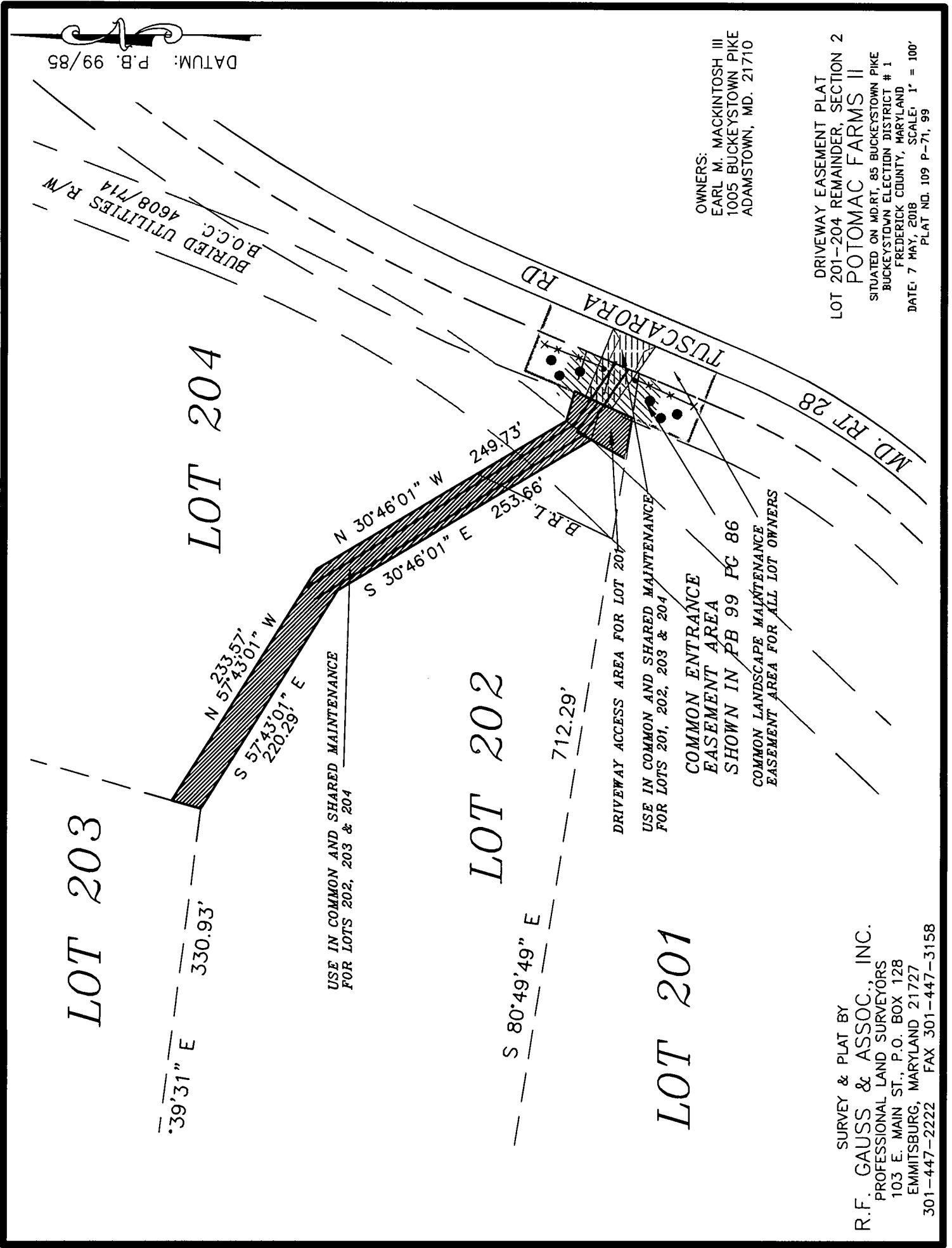
“Driveway Easement Plat Lot 201-204 Remainder, Section 2 POTOMAC FARMS II”

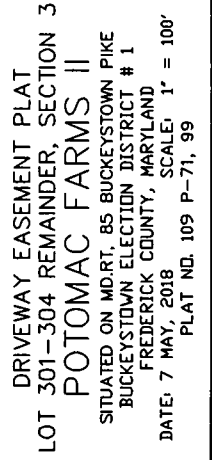
and

“Driveway Easement Plat Lot 301-304 Remainder, Section 3 POTOMAC FARMS II”

prepared by R.F. Gauss & Assoc., Inc., Professional Surveyors dated May 7, 2018







OWNERS:  
EARL M. MACKINTOSH III  
1005 BUCKEYSTOWN PIKE  
ADAMSTOWN, MD. 21710

SURVEY & PLAT BY  
R.F. GAUSS & ASSOC., INC.  
PROFESSIONAL LAND SURVEYORS  
103 E. MAIN ST., P.O. BOX 128  
EMMITSBURG, MARYLAND 21727  
301-447-2222 FAX 301-447-3158



**EXHIBIT B****DESIGN GUIDELINES**

1. No Dwelling shall be permitted on any Lot in excess of two and one-half (2 ½) stories in height. The ground floor area of the main structure of each Dwelling, exclusive of one (1) story open porches, garages, basements and outbuildings shall not be less than one thousand eight hundred (1,800) square feet of living space for the combined total of square footage on the first and second floor of no less than two thousand eight hundred (2,800) square feet. A one-story Dwelling shall contain no less than one thousand eight hundred (1,800) square feet of living space on the ground level.

2. "Formal" and "Picturesque" house types are encouraged to be built within the Community. Such housing types encompass numerous architecture styles, of which the Federal, Georgian, Colonial Revival, English Country, Farmhouse, Ranch and Shingle are recommended. Thus, any Dwelling to be constructed will be one of the two basic house types, regardless of style. A simple design rule is that the Formal and Picturesque architectural conventions should not be mixed.

3. All exposed exterior walls of Dwelling Units, garages and outbuildings shall be built of brick, stone, cement board, natural wood (not including logs), stucco, weatherboard, vinyl or clapboard siding, or combinations thereof; provided, however, that no log homes or "earth", "earthen", or "in ground" homes shall be permitted in the Community. Additionally, Declarant shall have the sole right to determine a minimum standard of the quality and extent of the use of weatherboard, vinyl or clapboard siding for any proposed Dwelling. The use of aluminum siding is prohibited. Any other exterior materials must have samples submitted with the Plans to the Declarant for approval which, on a case by case basis, may be approved depending upon the extent of use and location of such material when considered with the overall architectural theme of the proposed structure. The approval or denial of such materials shall be at the sole discretion of the Declarant. No pressure-treated decking material or pressure-treated rail material shall be permitted in the front or side of any Dwelling Unit, garage or accessory unit. The color of the exterior of all structures or Dwellings, including, without limitation, garage doors, all siding, gutters, downspouts, brick and trim, shall be earth tone in color and acceptable to the Declarant.

4. Foundations exposed to grade shall be built or faced with brick or stone. No exposed parged cement block foundations or poured concrete with painted brick pattern shall be permitted to be exposed.

5. All sheds shall be constructed of the same type, color and composition of materials as are used on the principal Dwelling and shall be located in the rear yard and shall be screened and landscaped as approved by Declarant.

6. Storm or screen doors and storm windows that are visible from the exterior of the any Dwelling are strongly discouraged from use; however, Declarant shall have the authority at its sole discretion to make exceptions.

7. The siting of the individual buildings must consider the actual or anticipated siting (to be determined by Declarant) of buildings on adjacent properties in order that all the Dwellings in an area relate well to one another.

8. Dwelling should orient to the street, both functionally and visually, maximizing the home's visual appearance and enhancing the overall appearance of the streetscape.

9. Only architectural style shingles or other similar type roofing material as approved by Declarant will be allowed. No three-tab shingles will be permitted on any Dwelling or garage unit erected on said Lots. All rooflines shall be a minimum of a 6/12 roof pitch.

10. Each Dwelling shall have one primary mass and at least one secondary mass. Hip and gable roofs with varying orientations are encouraged. Shed or other mono-pitched roofs are acceptable for secondary and tertiary massing.

11. The massing of Dwellings in the Community is to be simple and shall reflect the construction of straight forward roof massing of traditional house design. In these Dwellings, the volume beneath the steep roof pitch may be occupied as living space. In this sense, the massing and volume of the Dwellings are integrally connected with the roof form. The roof massing should be hierarchical, with a clear expression of main body, secondary, and/or tertiary masses.

12. Landscape plans for all proposed residential landscaping of the Lot and the Dwelling shall be submitted to Declarant for approval at the same time and as part of the plans for the Dwelling, as those for the Dwelling. Landscape designs should merge functionality and aesthetics by combining symmetry, harmony, proportion, and unity. The following should be taken into consideration when preparing residential landscape plans (as part of the Plans) within the Community: (a) unity should be seen in the residential landscape design through repetitiveness and consistency of materials used. The design theme should incorporate color scheme, accentuate the architectural style of the Dwelling and create unity with both plant and non-plant elements; (b) depth should be created within the landscape design through mix of colors and textures; (c) circular, curved or straight lines should be provided to create movement throughout the entire landscape; (d) proportions of both plant and hardscape material should be incorporated; (e) planting beds shall be 50 percent covered by plant material at the time of installation and after three (3) years, plants shall cover seventy-five percent (75%) of the planting beds. Seasonal flowers shall qualify as cover; (f) no marble chips, volcanic rock, or high contrast stone patterns (e.g. black, white, red) shall be used. Open areas not covered in plants shall be covered with wood or rock mulch; (g) outdoor lighting is encouraged and installed in a manner as not to create unsightly glare spots.

13. Additional restrictions and Design Guidelines are noted in Sections 8 and 9 of the Declaration.

**EXHIBIT C****EASEMENTS AND RIGHTS-OF-WAY OF RECORD**

<b><u>DESCRIPTION</u></b>	<b><u>DATE</u></b>	<b><u>LIBER/FOLIO</u></b>
Potomac Edison Right-of-Way	6/11/41	Liber 431, folio 385
Potomac Edison Right-of-Way	6/11/41	Liber 431, folio 416
Potomac Edison Right-of-Way	4/26/46	Liber 447, folio 378
State Highway Administration Deed/Row	2/12/88	Liber 1471, folio 209
Frederick County Deed of Easement (Water & Sewer)	5/4/04	Liber 4608, folio 714
State Highway Administration Deed of Easement	5/29/06	Liber 6257, folio 402
Allegheny Communications Connect, Inc. Right of Way Agreement	3/12/10	Liber 8338, folio 349
Potomac Edison Right-of-Way	12/8/15	Liber 10926, folio 314
Frederick County Forest Resource Ordinance Easement (Section 1)	5/13/16	Liber 11139, folio 48
Frederick County Forest Resource Ordinance Easement (Section 2)	5/13/16	Liber 11139, folio 35
Frederick County Forest Resource Ordinance Easement (Section 3)	5/13/16	Liber 11139, folio 61

4830-6420-2089, V. 1

LIENHOLDER'S CONSENT

The undersigned Lienholder does hereby agree and consent to this Declaration of Covenants, Conditions Easements and Restrictions for the Estates at Potomac Farms and does hereby further agree that the terms contained herein shall survive any sale under its Indemnity Deed of Trust dated February 2, 2007 and recorded in Liber 6466, folio 694, among the Land Records of Frederick County, Maryland and its Indemnity Deed of Trust dated May 8, 2015 and recorded in Liber 10534, folio 465 among the aforesaid Land Records.

Frederick County Bank

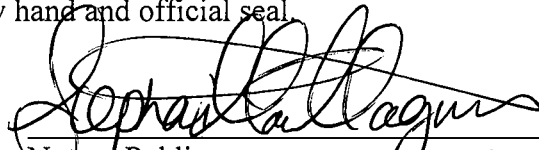
By: Name: Craig P. RussellTitle: SVP

\* \* \*

## STATE OF MARYLAND, COUNTY OF FREDERICK

I HEREBY CERTIFY that on this 26 day of July, 2018, before me, the undersigned officer, personally appeared Craig P. Russell, and made oath in due form of law that he/she is a SVP of Frederick County Bank, and that he/she, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument on behalf of Frederick County Bank for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Public

My Commission Expires: 10/3/18

STEPHANIE MARIE MAGNUS

NOTARY PUBLIC

Frederick County, MD

My Commission Expires:



LR - Covenant  
Recording Fee 75.00  
Declarant Name:  
potomac farms  
Ref:  
LR - Covenant  
Surcharge 40.00  
=====

SubTotal:	115.00
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Total:	115.00
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07/31/2018 04:06  
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#10758270 CC0601 -  
Frederick  
County/CC06.01.02 -  
Register 02



DOCUMENT VALIDATION

(excluded from page count)

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CIRCUIT COURT FOR FREDERICK COUNTY

SANDRA K. DALTON  
100 WEST PATRICK STREET  
FREDERICK, MD 21701

LAND RECORDING/LICENSING  
301-600-1976

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

**THE ESTATES AT POTOMAC FARMS**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS ("First Amendment")** is made and executed this 18<sup>th</sup> day of April, 2019 ("**Effective Date**"), by Potomac Farms II, 2 & 3, LLC, a Maryland limited liability company and Earl M. Mackintosh, III and Nancy H. Mackintosh, husband and wife (collectively the "**Declarant**").

**EXPLANATORY NOTE:**

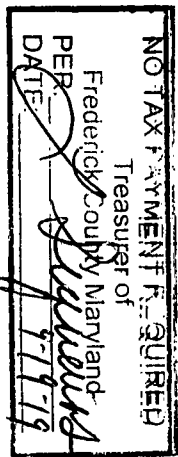
Declarant did execute and record a certain Declaration of Covenants, Conditions, Easements and Restrictions – The Estates At Potomac Farms (hereinafter "**Declaration**") at Liber 12543, folio 423, among the Land Records of Frederick County, Maryland, which Declaration is incorporated herein and by this reference made a part hereof. Declarant now desires to amend and modify Section 14.1 of the Declaration by deleting the second sentence of such Section as more fully described below.

**NOW, THEREFORE**, the Declarant, pursuant to its authority under Section 22 of the Declaration, hereby amends the Declaration as follows:

1. The introductory paragraph and Explanatory Note set forth above are incorporated herein and made a part hereof.
2. In recognition that Declarant has previously executed and delivered an access easement to a wireless internet service provider over Lot 203 pursuant to the terms and conditions of a Wireless Internet Repeater Lease Agreement with Sugarloaf Network Systems, LLC dated March 20, 2019 ("**Wireless Lease**"), it is understood and agreed that the second sentence of Section 14.1. of the Declaration is hereby deleted in its entirety, and, as such, Section 14.1. is hereby revoked and replaced with Section 14.1 as follows:

14.1. Declarant hereby reserves to itself and the Committee, as the case may be, their respective successors and assigns, a non-exclusive easement and right-of-way in, through, over and across the Lots for the right, but not the obligation, to install, construct, maintain, re-construct and repair utilities, cables, gas lines, storm drains, landscaping, and appurtenances to any of the same, and for all other purposes reasonably related to, including, without limitation, the future corrective Maintenance of the Lots, the completion of construction, the achievement of uniform grading on adjoining Lots, the furnishing of required warranty services and the provision of utility services, whether public or private, to the Lots and to other property adjacent to, or in the vicinity of, the Lots. Any and all instruments of conveyance made by Declarant to each Owner with respect to a Lot shall be conclusively deemed to incorporate this reservation whether or not specifically set forth in such instrument. For purposes of clarification and notwithstanding Section 14.1. of the Declaration, except as now provided under the Wireless Lease, any easement, grant, lease and/or conveyance on, over or under Lot 203 with respect to wireless internet service and/or other communications equipment, towers and/or structures shall be subject to the approval and consent of the then current owner of Lot 203, which consent and/or approval shall not be unreasonably withheld, conditioned or delayed.

3. In all other respects not specifically modified or amended by this First Amendment,



*Miles & Stockbridge  
30 W Patrick St #600  
Frederick, MD 21701*



Declarant hereby reaffirms the terms and conditions of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant named in the Declaration has executed this instrument this 15<sup>th</sup> day of April, 2019.

WITNESS:

POTOMAC FARMS II, 2 & 3, LLC, a Maryland limited liability company

BY:

Earl M. Mackintosh, III, Manager

(SEAL)

Earl M. Mackintosh, III

(SEAL)

Nancy H. Mackintosh

(SEAL)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 15<sup>th</sup> day of April, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Earl M. Mackintosh, III, known to me and who acknowledged himself to be the Manager of Potomac Farms II, 2 & E, LLC, a Maryland limited liability company, and that he, individually and as such Manager, being authorized to do, executed the foregoing for the purposes therein contained.

WITNESS my hand and Notarial Seal.

My Commission Expires:

3/15/22

Charlene M. Mercer  
NOTARY PUBLIC

Frederick County, Maryland  
Charlene M. Mercer - Notary Public  
My Commission Expires 3/15/2022

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 15<sup>th</sup> day of April, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Nancy H. Mackintosh, known to me to be the person whose name is subscribed to the within instrument and acknowledged the foregoing to be her act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:

3/15/22

Charlene M. Mercer  
NOTARY PUBLIC

Frederick County, Maryland  
Charlene M. Mercer - Notary Public  
My Commission Expires 3/15/2022

The undersigned current Trustees of Frederick County Bank do hereby consent to this First Amendment, and does hereby agree on behalf of such lienholder that the: (i) Indemnity Deed of Trust recorded in Liber 6466, folio 694 in the Land Records of Frederick County, Maryland (the "Land Records"); (ii) Modification to Indemnity Deed of Trust recorded in Liber 6773, folio 177 recorded in the Land Records; (iii) Modification to Indemnity Deed of Trust recorded in Liber 10146, folio 299 recorded in the Land Records; (iv) Modification to Indemnify Deed of Trust recorded at Liber 10534, folio 500 recorded in the Land Records; (v) Indemnity Deed of Trust recorded at Liber 10534, folio 465 recorded in the Land Records; and (vi) any and all other documents and/or instruments delivered in connection therewith (collectively the "Loan Documents"), shall survive any sale under such Loan Documents.

FREDERICK COUNTY BANK

BY:

Wendy L. Wotring  
Wendy L. Wotring, Trustee

BY:

Denise Guyton Boyer  
Denise Guyton Boyer, Trustee

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 17 day of April, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Wendy L. Wotring, Trustee under the above-referenced Loan Documents, and she did personally acknowledge this First Amendment to Declaration to be her act and deed as such Trustee.

WITNESS my hand and Notarial Seal.

My Commission Expires: 7/3/22

Amy Knight  
NOTARY PUBLIC

AMY KNIGHT  
Notary Public  
Carroll County, Maryland  
My Commission Expires: 7/3/22

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 17 day of April, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Denise Guyton Boyer, Trustee under the above-referenced Loan Documents, and she did personally acknowledge this First Amendment to Declaration to be her act and deed as such Trustee.

WITNESS my hand and Notarial Seal.

My Commission Expires: 7/3/22

Amy Knight  
NOTARY PUBLIC

AMY KNIGHT  
Notary Public  
Carroll County, Maryland  
My Commission Expires: 7/3/22

This instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Gregory M. Burgee

LR - Covenant  
Recording Fee 20.00  
Declarant Name:  
mackintosh  
Ref:  
LR - Covenant  
Surcharge 40.00  
=====

SubTotal:	60.00
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=====

Total:	60.00
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04/22/2019 02:15  
CC10-JK  
#12007269 CC0601 -  
Frederick  
County/CC06.01.03 -  
Register 03



DOCUMENT VALIDATION

(excluded from page count)

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**CIRCUIT COURT FOR FREDERICK COUNTY**

SANDRA K. DALTON  
100 WEST PATRICK STREET  
FREDERICK, MD 21701

LAND RECORDING/LICENSING  
301-600-1976

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

**THE ESTATES AT POTOMAC FARMS**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS ("First Amendment")** is made and executed this 18<sup>th</sup> day of April, 2019 ("**Effective Date**"), by Potomac Farms II, 2 & 3, LLC, a Maryland limited liability company and Earl M. Mackintosh, III and Nancy H. Mackintosh, husband and wife (collectively the "**Declarant**").

**EXPLANATORY NOTE:**

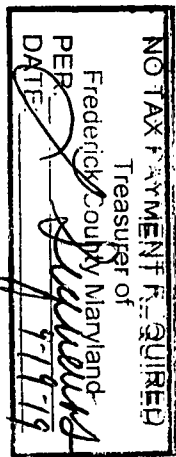
Declarant did execute and record a certain Declaration of Covenants, Conditions, Easements and Restrictions – The Estates At Potomac Farms (hereinafter "**Declaration**") at Liber 12543, folio 423, among the Land Records of Frederick County, Maryland, which Declaration is incorporated herein and by this reference made a part hereof. Declarant now desires to amend and modify Section 14.1 of the Declaration by deleting the second sentence of such Section as more fully described below.

**NOW, THEREFORE**, the Declarant, pursuant to its authority under Section 22 of the Declaration, hereby amends the Declaration as follows:

1. The introductory paragraph and Explanatory Note set forth above are incorporated herein and made a part hereof.
2. In recognition that Declarant has previously executed and delivered an access easement to a wireless internet service provider over Lot 203 pursuant to the terms and conditions of a Wireless Internet Repeater Lease Agreement with Sugarloaf Network Systems, LLC dated March 20, 2019 ("**Wireless Lease**"), it is understood and agreed that the second sentence of Section 14.1. of the Declaration is hereby deleted in its entirety, and, as such, Section 14.1. is hereby revoked and replaced with Section 14.1 as follows:

14.1. Declarant hereby reserves to itself and the Committee, as the case may be, their respective successors and assigns, a non-exclusive easement and right-of-way in, through, over and across the Lots for the right, but not the obligation, to install, construct, maintain, re-construct and repair utilities, cables, gas lines, storm drains, landscaping, and appurtenances to any of the same, and for all other purposes reasonably related to, including, without limitation, the future corrective Maintenance of the Lots, the completion of construction, the achievement of uniform grading on adjoining Lots, the furnishing of required warranty services and the provision of utility services, whether public or private, to the Lots and to other property adjacent to, or in the vicinity of, the Lots. Any and all instruments of conveyance made by Declarant to each Owner with respect to a Lot shall be conclusively deemed to incorporate this reservation whether or not specifically set forth in such instrument. For purposes of clarification and notwithstanding Section 14.1. of the Declaration, except as now provided under the Wireless Lease, any easement, grant, lease and/or conveyance on, over or under Lot 203 with respect to wireless internet service and/or other communications equipment, towers and/or structures shall be subject to the approval and consent of the then current owner of Lot 203, which consent and/or approval shall not be unreasonably withheld, conditioned or delayed.

3. In all other respects not specifically modified or amended by this First Amendment,



*Miles & Stockbridge  
30 W Patrick St #600  
Frederick, MD 21701*

Declarant hereby reaffirms the terms and conditions of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant named in the Declaration has executed this instrument this 15<sup>th</sup> day of April, 2019.

WITNESS:

POTOMAC FARMS II, 2 & 3, LLC, a Maryland limited liability company

BY:

Earl M. Mackintosh, III, Manager

(SEAL)

Earl M. Mackintosh, III

(SEAL)

Nancy H. Mackintosh

(SEAL)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 15<sup>th</sup> day of April, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Earl M. Mackintosh, III, known to me and who acknowledged himself to be the Manager of Potomac Farms II, 2 & E, LLC, a Maryland limited liability company, and that he, individually and as such Manager, being authorized to do, executed the foregoing for the purposes therein contained.

WITNESS my hand and Notarial Seal.

My Commission Expires:

3/15/22

Charlene M. Mercer  
NOTARY PUBLIC

Frederick County, Maryland  
Charlene M. Mercer - Notary Public  
My Commission Expires 3/15/2022

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 15<sup>th</sup> day of April, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Nancy H. Mackintosh, known to me to be the person whose name is subscribed to the within instrument and acknowledged the foregoing to be her act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:

3/15/22

Charlene M. Mercer  
NOTARY PUBLIC

Frederick County, Maryland  
Charlene M. Mercer - Notary Public  
My Commission Expires 3/15/2022

The undersigned current Trustees of Frederick County Bank do hereby consent to this First Amendment, and does hereby agree on behalf of such lienholder that the: (i) Indemnity Deed of Trust recorded in Liber 6466, folio 694 in the Land Records of Frederick County, Maryland (the "Land Records"); (ii) Modification to Indemnity Deed of Trust recorded in Liber 6773, folio 177 recorded in the Land Records; (iii) Modification to Indemnity Deed of Trust recorded in Liber 10146, folio 299 recorded in the Land Records; (iv) Modification to Indemnify Deed of Trust recorded at Liber 10534, folio 500 recorded in the Land Records; (v) Indemnity Deed of Trust recorded at Liber 10534, folio 465 recorded in the Land Records; and (vi) any and all other documents and/or instruments delivered in connection therewith (collectively the "Loan Documents"), shall survive any sale under such Loan Documents.

FREDERICK COUNTY BANK

BY:

Wendy L. Wotring  
Wendy L. Wotring, Trustee

BY:

Denise Guyton Boyer  
Denise Guyton Boyer, Trustee

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 17 day of April, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Wendy L. Wotring, Trustee under the above-referenced Loan Documents, and she did personally acknowledge this First Amendment to Declaration to be her act and deed as such Trustee.

WITNESS my hand and Notarial Seal.

My Commission Expires: 7/3/22

Amy Knight  
NOTARY PUBLIC

AMY KNIGHT  
Notary Public  
Carroll County, Maryland  
My Commission Expires: 7/3/22

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 17 day of April, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Denise Guyton Boyer, Trustee under the above-referenced Loan Documents, and she did personally acknowledge this First Amendment to Declaration to be her act and deed as such Trustee.

WITNESS my hand and Notarial Seal.

My Commission Expires: 7/3/22

Amy Knight  
NOTARY PUBLIC

AMY KNIGHT  
Notary Public  
Carroll County, Maryland  
My Commission Expires: 7/3/22

This instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Gregory M. Burgee



LR - Covenant  
Recording Fee 20.00  
Declarant Name:  
mackintosh  
Ref:  
LR - Covenant  
Surcharge 40.00  
=====

SubTotal:	60.00
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Total:	60.00
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04/22/2019 02:15  
CC10-JK  
#12007269 CC0601 -  
Frederick  
County/CC06.01.03 -  
Register 03



DOCUMENT VALIDATION

(excluded from page count)

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**CIRCUIT COURT FOR FREDERICK COUNTY**

SANDRA K. DALTON  
100 WEST PATRICK STREET  
FREDERICK, MD 21701

LAND RECORDING/LICENSING  
301-600-1976

## SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

### THE ESTATES AT POTOMAC FARMS

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS ("Second Amendment")** is made and executed this 17<sup>th</sup> day of June 2019 ("**Effective Date**"), by Potomac Farms II, 2 & 3, LLC, a Maryland limited liability company and Earl M. Mackintosh, III and Nancy H. Mackintosh, husband and wife (collectively the "**Declarant**").

#### EXPLANATORY NOTE:

Declarant did execute and record a certain Declaration of Covenants, Conditions, Easements and Restrictions – The Estates At Potomac Farms dated July 20, 2018 and recorded among the among the Land Records of Frederick County, Maryland ("**Land Records**"), at Liber 12543, folio 420, which Declaration was amended by a First Amendment To Declaration of Covenants, Conditions, Easements and Restrictions-The Estates At Potomac Farms dated April 18, 2019 and recorded among the Land Records at Liber 12931, folio 1 ("**First Amendment**") which Declaration and First Amendment (collectively, the "**Declaration**") are incorporated herein and by this reference made a part hereof. Declarant now desires to amend and modify Section 8.2, and paragraph 2 and paragraph 10 of **EXHIBIT B DESIGN GUIDELINES** as more fully described below.

**NOW, THEREFORE**, the Declarant, pursuant to its authority under Section 22 of the Declaration, hereby amends the Declaration as follows:

1. The introductory paragraph and Explanatory Note set forth above are incorporated herein and made a part hereof.
2. In recognition of the locations and configurations of the Section 1 Lots and the Section 3 Lots as defined in the Declaration, it is understood and agreed that the following additional sentence shall be added at the end of Section 8.2 of the Declaration regarding fences:

Notwithstanding the foregoing, pressure treated, uniformly stained or natural tone wood board fencing consisting of oak or pine no taller than forty- eight inches (48") in height may be permitted only for Lot 101 and Lot 102 of the Section 1 Lots and all of the Section 3 Lots and may be closer to any street than the front side of any Dwelling on those Lots. The board fencing must be constructed in one continuous run around the entire perimeter of the Section 3 Lots and Lot 101 and Lot 102 of the Section 1 Lots (but **not** along the frontage of Lot 101 and Lot 102 on Maryland 85/Buckeystown Pike). Additionally, along the southern boundary line of Lot 102 of the Section 1 Lots, the board fencing shall not extend any closer to Maryland 85/Buckeystown Pike than the eastern boundary of the "Common Entrance Easement Area Shown in PB 99 PG

85"). The board fencing shall align compatibly with or as a replacement for the existing split rail fencing at the Common Access to the Section 1 Lots and the Section 3 Lots. At each post in the board fence, an exterior vertical fascia board shall be constructed. A wire mesh of approximately 1.5" x 3" will be allowed behind the face of the board fencing.

3. In recognition that "Formal" and "Picturesque" house types can encompass numerous architectural styles, it is understood and agreed that following additional sentence shall be added immediately at the end of the first sentence of paragraph 2 of **EXHIBIT B DESIGN GUIDELINES** of the Declaration regarding allowed housing types on Section 3 Lots only:

For the Section 3 Lots only, Contemporary and Modern home design may be approved, on a case-by-case basis; provided, however that these home types need to be sensitive and compatible with surrounding traditional-style homes. Contemporary and Modern home designs shall be Neo-Traditional in nature; borrowing shapes, proportions and architectural elements from traditional styles. The main/primary roof lines shall be a minimum pitch of at least 4/12, with only accessory areas of flat roof elements such as porch roofs, canopies and small roof decks. Flat-roofed and severe ultra-modern architecture will not be approved. Visual buffering from adjacent Dwellings by appropriate separation and landscaping will be considered particularly important in the approval of a Contemporary or Modern home style design.

4. In recognition that "Formal" and "Picturesque" house types can encompass numerous architectural styles, it is understood and agreed that following additional sentence shall be added immediately at the end of paragraph 10 of **EXHIBIT B DESIGN GUIDELINES** of the Declaration regarding allowed roof lines of Dwellings and accessory structures on Section 3 Lots only:

For the Section 3 Lots only, all main/primary rooflines shall be a minimum pitch of at least 4/12. Accessory roof elements of less than 4/12 pitch may be approved for such features as roof decks, entry porches, and canopies.

In all other respects not specifically modified or amended by this Second Amendment, Declarant hereby reaffirms the terms and conditions of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant named in the Declaration has executed this instrument this 17<sup>th</sup> day of June 2019.

WITNESS:

POTOMAC FARMS II, 2 & 3, LLC, a Maryland limited liability company

Charles M. Mercer

BY:

Earl M. Mackintosh, III (SEAL)  
Earl M. Mackintosh, III, Manager

Charlene M. Mercer

Earl M. Mackintosh, III (SEAL)

Charlene M. Mercer

Nancy H. Mackintosh (SEAL)  
Nancy H. Mackintosh

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 17<sup>th</sup> day of June 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Earl M. Mackintosh, III, known to me and who acknowledged himself to be the Manager of Potomac Farms II, 2 & E, LLC, a Maryland limited liability company, and that he, individually and as such Manager, being authorized to do, executed the foregoing for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Charlene M. Mercer  
NOTARY PUBLIC

My Commission Expires: 3/15/22

Frederick County, Maryland  
Charlene M. Mercer - Notary Public  
My Commission Expires 3/15/2022

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 17<sup>th</sup> day of June 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Nancy H. Mackintosh, known to me to be the person whose name is subscribed to the within instrument and acknowledged the foregoing to be her act and deed.

WITNESS my hand and Notarial Seal.

Charlene M. Mercer  
NOTARY PUBLIC

My Commission Expires: 3/15/22

Frederick County, Maryland  
Charlene M. Mercer - Notary Public  
My Commission Expires 3/15/2022


Return to:  
David A. Severn, Esq.  
50 Carroll Creek Way, Ste. 340  
Frederick, MD 21704

## LIENHOLDER CONSENT

The undersigned current Trustees of Frederick County Bank do hereby consent to this Second Amendment, and do hereby agree on behalf of such lienholder that the: (i) Indemnity Deed of Trust recorded in Liber 6466, folio 694 in the Land Records of Frederick County, Maryland (the "Land Records"); (ii) Modification to Indemnity Deed of Trust recorded in Liber 6773, folio 177 recorded in the Land Records; (iii) Modification to Indemnity Deed of Trust recorded in Liber 10146, folio 299 recorded in the Land Records; (iv) Modification to Indemnity Deed of Trust recorded at Liber 10534, folio 500 recorded in the Land Records; (v) Indemnity Deed of Trust recorded at Liber 10534, folio 465 recorded in the Land Records; and (vi) any and all other documents and/or instruments delivered in connection therewith (collectively the "Loan Documents"), shall survive any sale under such Loan Documents.

FREDERICK COUNTY BANK

BY:

  
 Denise Guyton Boyer, Trustee

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

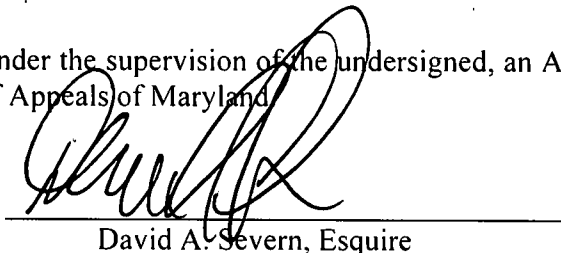
I HEREBY CERTIFY that on this 17 day of June 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Denise Guyton Boyer, Trustee under the above-referenced Loan Documents, and she did personally acknowledge this Second Amendment to Declaration to be her act and deed as such Trustee.

WITNESS my hand and Notarial Seal.

  
 NOTARY PUBLIC
My Commission Expires: 7/3/22

AMY KNIGHT  
 Notary Public  
 Carroll County, Maryland  
 My Commission Expires: 7/3/22

This instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

  
 David A. Severn, Esquire

LR - Covenant  
Recording Fee 20.00  
Declarant Name:  
potomac farms  
Ref:  
LR - Covenant  
Surcharge 40.00  
=====

SubTotal:	60.00
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Total:	60.00
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06/19/2019 02:19  
CC10-EM  
312307321 CC0601 -  
Frederick  
County/CC06.01.02 -  
Register 02



**DOCUMENT VALIDATION**

(excluded from page count)

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**CIRCUIT COURT FOR FREDERICK COUNTY**

SANDRA K. DALTON  
100 WEST PATRICK STREET  
FREDERICK, MD 21701

LAND RECORDING/LICENSING  
301-600-1976