

SECTION III

Ownership Of, and Rights In, Commons

A. Property Rights in and to the Commons.

1. a) The Developer shall be entitled to convey to the Association the legal title to the Commons or any portion thereof, at any time hereafter, and/or to retain the legal title to the same until the Developer has completed any improvements which the Developer intends to make to the same, or until such earlier or later times as, in the Developer's judgment, the Association is able to maintain the same in accordance with the provisions of this Declaration. In addition, the Developer reserves the right to convey to any governmental entity the legal title to (or an easement in) all or any portion of the Commons and to make any agreements necessary to provide for maintenance thereof.

b) Except as otherwise provided herein, the Association shall not convey to any person the legal title to, or any easement, leasehold or other right of use or enjoyment in, any of the Commons, without the express written consent thereto of Members holding at least two-thirds (2/3rds) of the total number of votes eligible to vote and the approval of the Carroll County

Planning Commission.

2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, while the Association holds the legal title to any or all of the Commons, it may take any or all of the following actions:

a) make an express confirmatory conveyance to any Owner of such easements in and other rights with respect to the Commons as under the provisions of this Declaration are held by such Owner.

b) grant, convey, or dedicate (a) to any one or more public or quasi-public governmental bodies or utility companies, any and all licenses, easements and/or rights-of-way in, over, and through the Commons for the construction, installation, use, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, drains, culverts, ponds, or pumping stations, water lines, mains, or pumping stations, electrical lines or cables, telephone or television lines or cables, gas lines or mains, and other similar

facilities, for similar or other purposes, all as the Association considers appropriate for the provision of any utility or utility service to the Community, and (b) to the said County or any other governmental body, any land then forming part of the Commons which is improved or to be improved by a roadway or sidewalk; provided, that no such grant, conveyance, or dedication shall be made unless the Association and the entity to which it is to be made have agreed upon the manner in which the thing granted (including any related portion of the Commons) will be operated and maintained thereafter for the use and enjoyment of the Owners and any other members of the general public who are thereafter entitled to use and enjoy the same. After such grant, conveyance, or dedication, that portion of (or interest in) the Commons which is the subject of the same shall not form part of the Commons.

c) grant a mortgage pursuant to the provisions of Section III C(3) hereof.

d) convey the legal title to, or any interest in, any or all of the Commons to or at the direction of any governmental or quasi-governmental authority either (a) through the condemnation thereof or the exercise of any power of eminent domain with respect to the same, or (b) under threat of such condemnation or exercise and in lieu thereof (after which grant, conveyance, or dedication, that portion of the Commons which is the subject of the same shall not form part of the Commons).

e) enter into a contract with (a) the owner of any land which is not contained within the Community or (b) any community association or homeowner's association having jurisdiction over such land, or (c) any council of unit owners having jurisdiction over such land (if such land has been subjected to a condominium regime pursuant to the provisions of Maryland Law), pursuant to which such owner, the members of such association or council, or any other occupants of such land, and

their families and guests, may use and enjoy any or all of the Commons for such consideration, during such period, upon such terms and subject to such conditions as are set forth in the provisions of such contract, all as the Association considers appropriate.

B. Easement and license benefiting Lots and burdening Commons or other Lots.

1. Each Lot shall have the benefit of a nonexclusive easement for the use of

a) each main, duct, stack, raceway, wire, conduit, drain, pipe, meter, or other device which is located within the Commons or another Lot and used in providing any utility or service to the first such Lot;

b) each street and walkway which from time to time forms part of the Commons, or which crosses any Lot and affords access to the Commons or another Lot.

2. Each Lot shall have the benefit of a nonexclusive license for the use of the remainder of the Commons, provided that

a) such use is in accordance with applicable law and the provision of the Covenants, the Articles of Incorporation, the By-Laws, and the Rules and Regulations;

b) any admission or other fee which the Association then charges for such use is paid;

c) no person other than the Association may construct, reconstruct, alter, or maintain any Structure or make or create any excavation or fill upon, or remove any tree, shrub, or other vegetation from, or otherwise damage, the Commons; and

d) no person shall without first obtaining the Association's consent, do anything on the Commons which will cause an increase in any premium paid by the Association for liability or other insurance with respect to the Commons, or the

cancellation of any such insurance.

C. Development easements

1. The Developer shall have, and hereby reserves, a perpetual easement for ingress and egress in, over, and through the Commons, to and from each public roadway which abuts the Community from and to each Lot, for access by (a) the Developer; (b) any contractor, subcontractor, real estate agent, or broker utilized by the Developer; and (c) their respective agents, employees, invitees and licensees, all for any purpose consistent with applicable law in connection with the construction, replacement, repair, maintenance, development, marketing or leasing of such Lot or any improvements thereon.

2. Maintenance of the Commons and Other Portions of the Community.

a) the Association shall regularly maintain, in good order and repair,

(i) the Commons;

(ii) any portion of any Dedicated Roadway which is not paved as a public road or devoted to any other public purpose (including, by way of example rather than of limitation, any portion of such Dedicated Roadway (a) which is improved as part of a parking area, the use of which is restricted to Owners, or (b) which constitutes a traffic island), if and to the extent that it is not the practice of the said County or any other governmental body having jurisdiction over such Dedicated Roadway to maintain the same; and

(iii) each street or walkway facility which crosses any Lot and over which any other Lot has the benefit of an easement for Ingress and egress, or for other service, under the provisions of this Declaration.

b) without limiting the generality of the foregoing provisions of this paragraph, the Association shall

(unless such maintenance is duly assumed by any governmental authority having jurisdiction thereover) keep all grass growing within the Commons regularly mowed.

3. Control of the Commons

Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, the Association may

a) borrow money for the purpose of improving the Commons in accordance with the provisions of this Declaration and may secure the repayment thereof by subjecting any or all of the Commons which it owns to the lien of a Mortgage (or a Deed of Trust), provided that anything contained in the provisions of such Mortgage (or a Deed of Trust) to the contrary notwithstanding, if there is a default in the performance of the borrower's obligations thereunder the Mortgagee's (or Trustees and Beneficiaries) remedies on account of such default shall, with respect to the property covered by such lien, be limited to those of (a) taking possession of any or all of the same, (b) thereafter charging admission or other fees as a condition to the continued use thereof by the Owners, their family members and guests, and (c) if necessary and if not prohibited by applicable law, opening the enjoyment thereof to the general public or any segment thereof until such debt is satisfied.

b) take such steps as are reasonably necessary to protect such property against foreclosure under such Mortgage (including, by way of example rather than of limitation, that of opening the enjoyment thereof to the general public or any segment thereof, as aforesaid).

c) adopt reasonable rules and regulations governing the use of the Commons by Owners, their family members and guests or any other person, and

d) charge reasonable admissions and other

fees for use of the Commons (other than those streets, walkways, and facilities which are subject to the easement created by the provision of Section III C hereof; and

e) suspend the right of any Owner or his family members and guests to use the Commons (except for such streets, walkways, and facilities),

(i) for so long as such an Assessment levied against such Owner's Lot remains unpaid, and

(ii) for any period (not exceeding in length thirty (30) days plus the time during which such infraction continues) for any infraction of the Rules and Regulations.

4. Management of the Commons.

a) the Association may enter into an agreement with any person for such person to provide management services for the Association with respect to the Commons, so long as such agreement

(i) expressly provides that the Association may, without the consent of any other party thereto, terminate such agreement for cause at any time provided that it has given to each other party thereto written notice of its intention to do so by no later than thirty (30) days prior to the effective date of such termination;

(ii) is for a term of no longer than one (1) year;

(iii) if provision is made therein for a renewal of such agreement from time to time by agreement of the parties thereto, provides that no such renewal provision and no such renewal or combination of renewals make pursuant thereto shall be effective to bind the Association to such agreement for longer than one (1) year from the date of such renewal or combination of renewals (and, to the extent that any such agreement does not expressly so provide, it shall be deemed to do so).