

SECTION V

Architectural Control, Prohibitions and Restrictions

A. General Architectural Controls and Prohibitions

The following controls, prohibitions, terms and conditions shall apply to all of the property subject to these Covenants.

1. No building, fence, wall, hedge or other structure shall be commenced, erected, placed or altered in structure, or color, on any lot until the plans and specifications, and including color scheme and grading plan, showing the location of the structure, have been approved in writing by the Board of Directors of the Association or its designated representative(s) (hereinafter "Board"). One complete set of working drawings and plans will be furnished for review and approval and a complete set of working drawings shall be kept by the Board. The

Board shall have the right to disapprove architectural and development plans, location and grading plans, which are not suitable or desirable, in their opinion, for aesthetic or other reasons, such as the suitability of the proposed building or structure and the materials of which it is built, to the site upon which it is proposed and the harmony thereof which surrounding properties, which reasons for disapproval shall be set forth in

writing. In the event that the Board, fails to approve or disapprove such plans within forty-five (45) days after such plans have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The Board shall have authority to establish and enforce duly adopted design guidelines containing specific rules as to specific items (not otherwise specifically addressed in this Section V) and such design guidelines shall be enforceable in the same manner and under the same terms and conditions as described in this Declaration. For example the Board might address such things as antennas, awnings, clothes lines, decks, dog houses, exterior lighting etc.. Such design guidelines shall be established to promote harmony and design among structures and shall take into account the growth and development of the community and shall be applied uniformly. Said design guidelines shall be adopted by the Board of Directors by majority vote and copies thereof shall be distributed to all members at their notice address after adoption.

2. The term "structure" shall mean and refer to any thing or device (other than trees, or shrubbery less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation any

building, garage, porch, shed, greenhouse or bathhouse, covered or uncovered patio, swimming pool, radio, television or Dish antenna, fence, curbing, paving or any other temporary or permanent improvement to such lot. "Structure" shall also mean (a) any excavation, fill ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters the flow of any water in any natural or artificial stream, wash or drainage channel from, upon, or across any lot and (b) any change in the grade of any lot of more than six (6) inches from that existing at the time of purchase by each Owner. In the event of the failure of the Owner of any lot to obtain the required prior written approval of plans, specifications and grading studies as established in these Covenants, said Owner shall reimburse any party enforcing these Covenants for all costs and expenses of said enforcement including, but not limited to, Court costs, and reasonable attorney's fees.

3. Any approval granted shall not amount to an approval of the location of the structure on the lot in violation of any of the restrictions set forth in this Declaration, or in violation of any law, rule or regulation of Carroll County or the State of Maryland whatsoever, nor shall any approval of any plans and/or specifications be construed to make them liable or

responsible in any manner to anyone if said architectural and development plans, location and grading plans violate any building code, law or regulation of Carroll County or the State of Maryland, or of any of their agencies, for it shall be the exclusive responsibility of the owners of the respective lots to make certain that said plans and specifications do not violate said building codes, law and regulations.

4. a) The Lots shall be used for private residential purposes only, except that any part of the land conveyed may be used as an office for the conduct of professional activities, such as lawyers, accountants, physicians, dentists, etc., and for practice of such professionals, provided that the professional using such office resides in the same dwelling house in which such office is located and provided said use is permitted by applicable zoning laws and regulations. Residential homes built by a builder, for sale to the public, and not sold at the time of their construction, are considered to be for residential purposes and in compliance with this covenant.

b) No residential building shall be erected, placed, or permitted to remain on any lot other than one detached dwelling for occupancy by not more than one (1) family, not to exceed two and one-half (2 1/2) stories.

c) No portion or part of a lot, residential

building or related accessory structure shall be rented or leased by the owner of said Lot to any other party except as provided in paragraph 18 of this subsection.

5. Mass clearing of existing trees on any lot, except for the actual building sites of approved structures to be constructed thereon, is prohibited. Dead trees on any lot shall be removed promptly.

6. No motor vehicle which does not have a current license plate (or plates) shall be operated on any lot, driveway, trail or public street in the Development with the exception of lawn and garden tractors.

7. No motor homes, trailers, campers, trucks exceeding 1 ton, recreational vehicles, boats or other large equipment shall be parked or stored in the driveway of a lot or at any place in the front of the residence on any lot.

8. No unlicensed motor vehicle may be stored outside of an approved structure or upon any lot, driveway, trail, or public street in the Development.

9. Mini-bikes, trail bikes, all terrain vehicles, etc., whether licensed or not, are strictly prohibited from being operated on any lot, driveway, trail, or public street within the Development.

10. Repairs of vehicles and equipment is prohibited

outside of any approved structure.

11. No dumping, keeping or maintaining of trash, garbage or debris shall be permitted on any lot. Vacant lots must be mowed at least twice during the summer of each year. The growth of wild bushes, brush and weeds shall be kept under strict control at all times.

12. a) No structure of a temporary character, trailer, tent, shack or other out-building shall be erected or permitted to remain on any lot, except such as may be used during the course of the building operations thereon. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used at any time as a residence temporarily or permanently.

b) Any building started on any lot, shall be completed in every detail, including exterior grading and drive-ways, within one (1) year from the date it is started.

13. No dwelling shall be permitted on any lot where the total square footage of living area, exclusive of basement, sub-basement, open porches, garages and/or carports is less than minimums set by the Board in accordance with its architectural review powers as set forth in Section V.

14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done

thereon which may be or become an annoyance or nuisance to the neighborhood. Before, as well as after, construction of a dwelling, the owner shall maintain the lot in a reasonable manner, such as mowing, removing fallen branches, trees and other debris of any kind. All outside laundry drying, refuse storage, gardens and lawn maintenance equipment storage areas shall be appropriately located, screened, or landscaped so as to preserve the scenic beauty and integrity of the development and in any case shall be located in the rear of the dwelling.

15. No animal, livestock, poultry, or other fowl of any kind shall be raised, bred or kept on any lot, with the following exceptions. Dogs, cats, or other household pets may be kept in a sanitary manner, and provided that they are not kept, bred or maintained for any commercial purposes. No more than a total of two (2) dogs may be kept on any one lot.

16. Fences shall not be erected or maintained closer to the public street than the rear corners of the dwelling.

17. a) No signs of any kind shall be displayed to the public view on any building lot except one professional sign not more than one (1) square foot, one sign of not more than nine (9) square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the

construction and sales period.

b) Landscaped entrance signs for the Development with the subdivision name may be installed by the Original Owner, its successors and assigns.

18. Owners of building lots in the development shall never sell, lease or in any manner transfer any portion of their building lot therein, less than the entirety thereof, except pursuant to duly processed condemnation proceedings or voluntary deed for public process, for rights-of-way for utilities and other accesses and driveways or unless the Board its successors or assigns shall give its written consent thereto.

C. Enforcement

1. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and may be enforced by the Developer, the Board, its successors or assigns, or the owner of any portion of the land conveyed, their respective legal representatives, heirs, successors and assigns. Failure of any party to enforce any restrictions, condition, covenant or agreement herein contained shall not in any event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. In any action to enforce any provision of these Covenants, the prevailing party shall be entitled to recover reasonable attorneys fees.



D. Severability

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