

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SCHWANINGER FARM AT COOKE'S HOPE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 30th day of January, 2008, by TRIPPES CREEK LLC, a Maryland limited liability company, hereinafter collectively referred to as "Declarant"

TRIPPES CREEK LLC
RECORD FEE 75.00
TOTAL 75.00
Rec'd 1401 Rec'd # 60843
MAS 7416 Bk # 184
Feb 13, 2007 10:31 am

RECITALS

WHEREAS, the Declarant is the owner of the real property described in Section 1 of Article II hereof ("Property") and desires to create and develop thereon a residential community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community; and to this end, desires to impose upon the Property the covenants, restrictions, easements and equitable servitudes, hereinafter set forth, each and all of which are for the benefit of the Property and the owners thereof.

NOW, THEREFORE, the Declarant hereby declares that the Property is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements and equitable servitudes (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for the improvement of the Property, and shall be deemed to run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in the Property, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

ARTICLE I

1. Definitions. The following words, when used in this Declaration, shall have the following meanings:

- (a) "Architectural and Environmental Review Committee" means the Architectural and Environmental Review Committee established pursuant to Article VII hereof.
- (b) "Association" means the Schwaninger Farm Homeowner's Association, Inc., or its successors and assigns.
- (c) "Board of Directors" means the Board of Directors from time to time of the Association.

Returned to: Armistead, Griswold, Lee & Rust, P.A., 100 N. West Street, Easton, Maryland 21601

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 1518, p. 0348, MSA_CE91_1455. Date available 02/19/2007. Printed 02/26/2021.

(d) "Common Areas" and "Community Facilities" means all of the land, buildings and property within the Community owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of its Members, including those areas more particularly shown and depicted on the Plat as "Remaining Lands Parcels A, B and C", and "Reserved Lands Parcels D, E and F", including any "Kayak/Canoe Launching Facility" constructed by Declarant or any Successor Declarant at any time following the date of this Declaration and appurtenant to Reserved Lands Parcel D.

(e) "Declarant" or "Developer" or "Grantor" means the Declarant hereinabove identified in the preamble to the Declaration, and its successors and assigns; provided, however, that the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant shall not inure to the benefit of or burden the successors and assigns of the Declarant except to the extent that any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successor or assigned by an instrument in writing. For the purposes of this Declaration, Declarant may also mean "Successor Declarants".

(f) "Dwelling" means any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence by a single person family.

(g) "Lot" means all subdivided parcels or property which are part of the Property.

(h) "Member" means every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds fee simple title to a Lot as a beneficial owner of the Lot and not for purposes of a security interest therein.

(i) "Mortgagee" or "Holder" 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", shall include a deed of trust. "First Mortgage" means a mortgage with priority over other mortgages.

(j) "Owner" or "Owners" means the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, including the Declarant and contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(k) "Plat" means the Plat referred to and described in Section 1 of Article II hereof.

(l) "Private Road" means any road located within the Schwaninger Farm at Cooke's Hope community which is not owned by Talbot County, Maryland or any other government utility company or public roads commission.

(m) "Project" and "Community" means that certain community being developed by the Declarant on the Property.

(n) "Property" means all of the real property described in Section 1 of Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of Section 2 of Article II.

(o) "Schwaninger Farm at Cooke's Hope shall mean and refer to all areas of those certain tracts or parcels of land consisting of 282.397 acres, more or less, described in Section 1 of Article II of this Declaration and shall hereinafter be used to designate such parcels or any portions thereof.

ARTICLE II

1. Property Subject to Declaration. The following property shall be subject to this Declaration:

All that property situate, lying and being in the First Election District of Talbot County, Maryland, on the northerly side of Llandaff Road, and being more particularly shown and designated on a Plat consisting of eight (8) sheets prepared by Lane Engineering, Inc., titled "LOT LINE ABANDONMENT & FINAL SUBDIVISION PLAT & FCP 2001-08 SCHWANINGER FARM AT COOKE'S HOPE IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND," dated April 22, 2002 (revised through September 5, 2006), and intended to be recorded among the Plat Records of Talbot County, Maryland as follows:

- (a) Lots 1 through 25
- (b) Remaining Lands Parcels A, B, and C
- (c) Reserved Lands Parcels D, E and F
- (d) Any Kayak/Canoe Launching Facility constructed at any time following the date of this Declaration and appurtenant to Reserved Lands Parcel D

2. Additions or Deletions: The Declarant may add property to Schwaninger Farm at Cooke's Hope without the assent of the Members of the Association. The scheme of the within covenants and restrictions shall be extended to include any such additional property. Any annexations shall be made after the consent of the appropriate governmental authorities having jurisdiction is first obtained, by recording a supplementary Declaration of Covenants and Restrictions among the Land Records for Talbot County, Maryland. Such supplementary Declaration may contain such complementary additions and modifications to the covenants and restrictions as may be necessary to reflect the different character or land use of the property thus annexed, provided, however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of the within this Declaration.

ARTICLE III

1. Association Membership. The Association shall have one class of Members. Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, including the Declarant and contract sellers, who is a record Owner of a fee interest in any Lot shall be a Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such

interest solely as security for the performance of an obligation shall not be a Member solely on account of such interest. Each Member shall be entitled to one (1) vote for each Lot in which such Member holds the interest required for Membership. When there is more than one record Owner of a Lot, all of such record Owners shall be Members; however, the vote for such Lot shall be exercised as such Owners shall among themselves determine and, in no event, shall more than one (1) vote be cast with respect to such Lot. Notwithstanding the foregoing, the Declarant shall be entitled to three (3) votes for each Lot that it owns.

2. Pre-emptive Rights. The Members of the Association shall have no preemptive rights, as such Members, to acquire any Memberships of this Association that may at any time be issued by the Association except as may be specifically provided in this Article.

ARTICLE IV

1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Areas and Community Facilities and such easement shall be appurtenant to and shall pass with the fee title to every Lot subject to the following:

(a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the approval of the members of the Association entitled to cast two-thirds (2/3rds) of the total votes of the membership, to borrow money for the purpose of improving the Common Areas and Community Facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to mortgage any of the Common Areas and Community Facilities; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the Property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

(c) the right of the Association to adopt reasonable rules respecting use of the Common Areas and Community Facilities, including any "Kayak/Canoe Launching Facility" constructed by Declarant or any Successor Declarant at any time following the date of this Declaration and appurtenant to Reserved Lands Parcel D. and to reasonably limit the number of guests of Members permitted to use any facilities which are developed upon the Property; and

(d) the right of the Association to suspend the voting rights and the rights to use the Common Areas and Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of any of the published rules and regulations of the Association; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless Members of the Association entitled to cast two-thirds (2/3) of the total votes of the membership

consent to such dedication, transfer, purpose and conditions; and, provided further, that any such dedication or transfer shall also be subject to the limitations provided for in Article IX of this Declaration; and

(f) the right of the Association, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, the installation of cable television lines, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas and Community Facilities.

2. Delegation of Right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Areas and Community Facilities to the members of his family who reside permanently with him and to its tenants or guests.

ARTICLE V

1. Annual Maintenance Assessments.

(a) Each Owner of a Lot within the Property, (i.e., each Member of the Association), by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, on the first day of each calendar quarter, a sum (herein referred to as "maintenance assessments") equal to one-fourth (1/4) of the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including but in no way limited to the following:

(i) the cost of all operating expenses of the Common Areas and Community Facilities, including any "Kayak/Canoe Launching Facility" constructed by Declarant or any Successor Declarant at any time following the date of this Declaration and appurtenant to Reserved Lands Parcel D, and the services furnished to or in connection with the Common Areas and Community Facilities, including charges by the Association for any services furnished by it; and

(ii) the cost of necessary management and administration of the Common Areas and Community Facilities, including fees paid to any Management Agent; and

(iii) the amount of all taxes and assessments levied against the Common Areas and Community Facilities; and

(iv) the cost of liability insurance on the Common Areas and Community Facilities and the cost of such other insurance as the Association may effect with respect to the Common Areas and Common Facilities; and

(v) the cost of utilities and other services which may be provided by the Association,

whether for the Common Areas and Community Facilities; and

(vi) the cost of maintaining, replacing, repairing, and landscaping the Common Areas, including, without limitation, maintenance of any storm water detention basins or the like located upon the Common Areas and the cost of the maintenance of all pathways upon the Common Areas; and

(vii) the cost of providing for grass cutting and lawn maintenance of all Common Areas, and the maintenance and operation of the Community Facilities; and

(viii) the cost of maintaining, replacing and repairing the off-site stormwater management facilities located on the property now or formerly owned by Duvall Farm LLC and located on the southerly side of Llandaff Road, all as more particularly set forth in Deed Granting Storm Water Drainage Easement And Road Drainage, Utility, Construction And Maintenance Easements dated January 30, 2007, and intended to be recorded among the Land Records of Talbot County, Maryland immediately prior hereto; and

(ix) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements; and

(x) the cost of legal, accounting, architectural and other professional services.

(b) The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a monthly, semi-annual or annual basis rather than on the quarterly basis hereinabove provided for. Any Member may prepay one or more installments on any annual maintenance assessment levied by the Association, without premium or penalty.

(c) The Board of Directors shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the annual maintenance assessments shall be sent to the Members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period shall continue until a new maintenance assessment is fixed. No Member may exempt himself from liability for maintenance assessments by abandonment of any Lot belonging to him or by the abandonment of his right to the use and enjoyment of the Common Areas and Community Facilities.

(d) Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of

the Dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and Community Facilities.

2. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon, or forming a part of the Common Areas and Community Facilities, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided, however, that any such assessment shall have the assent of the Members of the Association entitled to cast two-thirds (2/3rds) of the total votes of the membership.

3. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacement of the Common Areas and Community Facilities, by the allocation and payment calendar quarterly by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United State of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

The reserve for replacement of the Common Areas and Community Facilities may be expended only for the purpose of affecting the replacement of the Common Areas and Community Facilities, major repairs, equipment replacement, and operating contingencies of a non-recurring nature relating to the Common Areas and Community Facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

4. Increase in Annual Maintenance Assessment.

(a) From and after January 1, 2007, the annual maintenance assessment for all Memberships may be increased by the Board of Directors without a vote of the Membership, by an amount equal to five percent (5%) of the annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums and utility costs payable by the Association have increased over amounts payable for the same or similar items for the previous year, plus the amount by which the Consumer Price Index for Urban Wage Earners and Clerical Works, U.S. City Average, All Items, published by the Bureau of Labor Statistics of the Department of Labor of the United States (1982-1984=100) shall have increased above the level prevailing as of the date of the recording of this First Amended Declaration. In addition, to the foregoing, the assessments may be further increased as may be dictated by the results of the comprehensive analysis of reserve requirements.

(b) The annual maintenance assessments for all Memberships may be increased above that established by the preceding paragraph by a vote of the Members, as hereinafter provided, for the next succeeding year and, thereafter, at the end of such year, for each succeeding year. Any change made pursuant to this paragraph shall have the assent of the Members of the Association entitled to cast two-thirds (2/3rds) of the total votes of the membership.

ARTICLE VI

1. Non-Payment of Assessments. (a) Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, including reasonable attorney's fees, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owners, his heirs, devisees, personal representatives and assigns. The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

(b) Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland, and may, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the Board of Directors may fix, and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided for the foreclosure of mortgages, deed of trust or other liens on real property in the State of Maryland containing a power of sale and consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorney's fees of not less than fifteen percent (15%) of the sum claimed shall be added to the amount of each assessment.

(c) The Association may establish and enforce a lien for any assessment, annual, special or additional granted herein pursuant to the Maryland Contract Lien Act. A lien is imposed upon the Lot against which such assessment is made. A lien may be established and enforced for damages, cost of collection, late charges permitted by law, and attorney's fees provided for herein or awarded by a court for breach of any of the covenants herein.

(d) The Association may notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

2. Assessment Certificates. The Association shall upon demand at any time furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Fifty Dollars (\$50.00) may be levied in advance by the Association for each certificate so delivered.

3. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

4. Priority of Lien. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) General and special assessments for ad valorem real estate taxes on the Lot.

(b) The liens of any deeds of trust, mortgage instruments or encumbrances 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 the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

(c) Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on such Lot and made in good faith and for value received and shall in no way affect the rights of the holder of any such deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments, and installments thereof, which have become due and payable prior to a sale or transfer of the Lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the Lot and made in good faith and for value received who comes into possession of the Lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any other purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid maintenance assessments levied against the Lot which accrue prior to the time such holder comes into possession of the Lot or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid maintenance assessments resulting from a reallocation of such unpaid maintenance assessments among the Lots upon the Property. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the mortgagee in possession or the purchaser at any foreclosure sale from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure

the payment of such maintenance assessments, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

(d) No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

(e) The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or in the indebtedness secured thereby) not otherwise entitled thereto.

5. Commencement of Annual Assessments. Except as may be otherwise resolved by the Board of Directors, the annual maintenance assessment for Membership shall commence on the date a deed for the Lot to which such Membership is appurtenant is delivered by the Declarant to the Member. The first calendar quarterly installment of each such annual assessment shall be made for the balance of the calendar quarter during which a deed for the Lot is delivered to the Member and shall become due and payable and a lien on the date a deed for the Lot is delivered to the Member. Except as herein elsewhere provided, the calendar quarterly installments of each such annual assessment for the Lot for any calendar quarter after the first calendar quarter shall become due and payable and a lien on the first day of each successive calendar quarter

ARTICLE VII

1. Architectural and Environmental Review Committee.

(a) Except for construction or development from time to time undertaken by, for or under contract with the Declarant, and except for any improvements to any Lot or to the Common Areas or Community Facilities accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair; no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Community by the Architectural and Environmental Review Committee.

(b) Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, fences, wall, slabs, sidewalks, curbs, gutters, patios, balconies; porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon

any Lot or upon any of the Common Areas or Community Facilities, or to remove or alter any windows or exterior doors of any Dwelling, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Community by the Architectural and Environmental Review Committee.

(c) No landscaping shall be conducted on any of the Lots until complete plans with respect thereto (including without limitation, any other information specified by the Architectural and Environmental Review Committee) shall have been submitted to and approved in writing as to safety and harmony in design in relation to surrounding Lots and topography and conformity with the design concept for the Community by the Architectural and Environmental Review Committee and in compliance with the Talbot County Code.

2. Architectural and Environmental Review Committee - Composition and Operation.

(a) The Architectural and Environmental Review Committee shall be composed of three (3) persons and the following persons are designated as the initial members:

- (i) Christine F. Hunter - Member #1
- (ii) William T. Hunter - Member #2
- (iii) Richard B. Firth - Member #3

Unless the initial members of the Architectural and Environmental Review Committee have resigned, their respective terms of office shall be as follows:

- (i) The term of Member #1 shall expire on December 31, 2007.
- (ii) The term of Member #2 shall expire on December 31, 2008.
- (iii) The term of Member #3 shall expire on December 31, 2009.

Upon the expiration of each of the aforesaid terms of office, the Board of Directors, by a majority vote, shall appoint the new members of the Architectural and Environmental Review Committee and such members shall serve a three (3) year term of office.

(b) The affirmative vote of a majority of the members of the Architectural and Environmental Review Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

(c) Any member of the Architectural and Environmental Review Committee may, at any time, resign from the Architectural and Environmental Review Committee upon written notice to the Board of Directors. Vacancies on the Architectural and Environmental Review Committee, however caused, shall be filled by a majority vote of the Board of Directors within thirty (30) days of the creation of the vacancy. Any new member elected to the Architectural and Environmental Review Committee to fill a vacancy shall serve the unexpired term of the member vacated. Members of the Architectural and Environmental Review Committee may serve successive terms.

3. Approvals. Upon approval by the Architectural and Environmental Review Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such the Architectural and Environmental Review Committee and a copy of such plans and specifications bearing such approved, in writing, shall be returned to the applicant submitting the same. In the event the Architectural and Environmental Review Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Review Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural and Environmental Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural and Environmental Review Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Architectural and Environmental Review Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural and Environmental Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Architectural and Environmental Review Committee without the prior consent in writing of the Architectural and Environmental Review Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural and Environmental Review Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by the Architectural and Environmental Review Committee in accordance with the provisions of this Article, the Architectural and Environmental Review Committee shall, at the request of the Owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate

have been approved by the Architectural and Environmental Review Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

6. Rules and Regulations - Architectural Control. The Architectural and Environmental Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and contents of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, landscaping, fences, colors, setbacks, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural and Environmental Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural and Environmental Review Committee shall be final except that any Member who is aggrieved by any action or forbearance form action by the Architectural and Environmental Review Committee (or by any policy, standards or guidelines established by the Architectural and Environmental Review Committee) may appeal the decision of the Architectural and Environmental Review Committee to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors.

7. Prohibited Uses and Nuisances.

(a) Except for the activities of the Declarant and its assignees during the construction or development of the Community, or as may be necessary in connection with reasonable and necessary repairs or maintenance upon the Common Areas or Community Facilities.

(i) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell 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.

(ii) 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, except that this shall not prohibit the keeping of dogs, cats or customary household animals as domestic pets, provided that such animals are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or Owners and do not roam at large. The Board of Directors shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, 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 shall not be permitted upon the Common Areas or Community Facilities unless accompanied by a responsible person and unless they are carried

or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets that it may from time to time consider necessary or appropriate. Notwithstanding the foregoing, the maintenance of horses, cattle and other livestock on the Common Areas of the Property shall be permitted.

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

(iv) No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular basis, containers may be placed in the open on any day that a pickup is to be made at such place on the Lot so as to provide access to persons making such pickup. At all other times such containers shall be stored in such a manner so that they cannot be seen from any public way or from any other Lot.

(v) No junk vehicle, unlicensed or inoperable motor vehicle, commercial vehicle, (including, without limitation, panel trucks and other vehicles displaying the names or logos of businesses), trailer, camp truck, boats stored on trailers, house trailer, horse trailers, bus or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be customary and usual in connection with the use and maintenance of any Lot) shall be kept upon the Property unless stored or parked within garages or other permitted structures nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

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

(vii) No structure shall be erected, placed or maintained on any Common Area except:

- (1) Structures designed exclusively for the common use of Owners; and,
- (2) Drainage, storm and utility systems.

Notwithstanding the foregoing provisions of this subparagraph (vii), the Common Areas may be graded, planted with trees, shrubs or other plants for the use, comfort and enjoyment of the Owners, or for the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons, provided that all such activities shall comply with the Talbot County Code.

(viii) Except for entrance signs, directional signs, signs for traffic control or safety and such promotional sign or signs as may be maintained by the Declarant, no signs or advertising devices of any character, including realtor's signs, shall be erected, posted or displayed upon, in or about any Lot or Dwelling.

(ix) No commercial activities shall be conducted on any Lot, except that an Owner may conduct a professional occupation provided the occupation is conducted entirely within the

Dwelling; there is no outdoor storage whatsoever associated with the occupation; the occupation does not employ anyone at the dwelling who is not a resident of the Dwelling in which the professional occupation is conducted; and, the professional occupation does not violate any of the other conditions or restrictions contained herein this Declaration.

(x) No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(xi) 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.

(xii) No sound trees shall be removed from any Lot without written approval of the Architectural and Environmental Review Committee and unless such removal shall comply with the Talbot County Code. The Architectural and Environmental Review Committee may, from time to time, adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(xiii) No poles or wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

(xiv) No outside television aerial or radio antenna, or other aerial or antenna for either reception or transmission, shall be maintained upon any Lot except that such aerials or antennae may be erected and maintained within the Dwellings. A single satellite dish may be maintained on a Lot provided said dish is less than 18" in diameter, less than 36" in height and screened from view from neighboring properties and the road.

(xv) No Lot shall be subdivided provided, however, this restriction shall not apply to any Lot owned by the Declarant.

(xvi) No hunting shall be permitted on any Lot.

(xvii) No Dwelling and/or building appurtenant thereto, including, without limitation, detached garages, accessory dwellings, sheds, barns, tennis courts, swimming pools, children's play houses, dog kennels, clotheslines, fuel tanks, garbage cans, incinerators, gardens and wood and/or compost piles shall be located within fifteen (15) feet of any boundary line of any Lot or within one hundred (100) feet from the mean high water line of any Lot, except as otherwise provided for herein this Section 7.

(xviii) No excavation shall be made on any Lot except for the purpose of building thereon at the same time when the building operations are commenced, and no earth or sand shall be removed from any Lot except as a part of such operations; provided, however, that this restriction shall not be construed to prohibit the construction of swimming pools or ponds.

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

(xx) No Lot shall be so used as to cause any pollution to waterways, streams or ponds on or adjacent to the Lots or to any adjoining property's water supplies. No Lots shall be so used or maintained as to cause any erosion of soil or sediment into such waterways, streams or ponds. During the grading and construction of any improvements upon any Lot, adequate arrangements shall be made to insure that no erosion of soil or sediment into such waterways, streams or ponds shall take place.

(xxi) The drilling of wells and the construction of private sewage disposal systems upon all Lots shall be in strict accordance with the Health Department regulations of Talbot County and/or the State of Maryland.

(xxii) The parking of any type of vehicle, including but not limited to cars, vans, trucks and/or trailers on any Public or Private Road or on any Plat is prohibited. Parking on a Private Road may be permitted under the following limited circumstances: (1) when said parking is incidental to a permitted function or gathering at a Lot and parking on the Private Road is necessary to accommodate the Owner's guests; or (2) when construction, maintenance or repair work being performed on a Lot requires the Owner to park its vehicle(s) on the Private Road.

(b) These restrictions shall not be construed as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any appropriate governmental authority. In the event of any such conflict, the most restrictive provision of such laws, rules, regulations or the restrictions shall be deemed to govern and control.

8. Residential Use. Except to the extent provided for herein this Declaration, all Dwellings shall be used only for private residential purposes and such home occupations as shall be permitted by the Talbot County Code. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or Dwelling for promotional or display purposes, or as "model homes", a sales office, or the like.

9. Maintenance. Each Owner shall keep his Lot, and all improvements therein or thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of the lawn, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

10. Community Rules. The Board of Directors may, from time to time, adopt and promulgate such rules and regulations regarding the use of the Common Areas and Community Facilities, including the Kayak/Canoe Launching Facility appurtenant to Remaining Lands Parcel C as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the terms or conditions of any provision or requirement of this Declaration. The decision of the Board of Directors shall be final.

11. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, 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 of the Declaration and, upon written notice from the Architectural and Environmental Review Committee, 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, then the Architectural and Environmental Review Committee shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred 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 and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot. Any lien established upon a Lot by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except for: (a) general and special assessments for ad valorem real estate taxes on the Lot and (b) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment thereon of the lien or duly recorded on said Lot after receipt of a written statement from the Architectural and Environmental review Committee reflecting that payments on any lien imposed pursuant to this Section 11 were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance. Upon receipt of a written request, the Architectural and Environmental Review Committee shall issue a written statement certifying as to the existence of any liens established pursuant to this Section 11 within fourteen (14) days following receipt of such written request. In the event that the Architectural and Environmental Review Committee shall fail to issue such a written certification within the aforesaid fourteen (14) day period, a presumption shall be established that no such lien exists and the person or entity requesting the written certification shall be entitled to rely upon such failure to issue a written certification as conclusive evidence of the absence of any such lien. The Architectural and Environmental Review Committee shall have the further right, through its agents or employees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Declaration exist on such Lot; and neither the Architectural and Environmental Review Committee 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.

ARTICLE VIII

1. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing.

The Management Agent, if any, shall perform such duties and services as the Board of Directors shall authorize in writing, including, without limitation:

(a) to establish (with the approval of the Board of Directors) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance and surveillance of the Common Areas and Community Facilities; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas and Community Facilities; and

(d) to promulgate (with the approval of the Board of Directors) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Areas and Community Facilities; and

(e) to provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

2. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas or Community Facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or Community Facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or Community Facilities, or from any action taken by the Association to comply with any of the provisions of this First Amended Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

1. Reservation of Easement Rights by the Declarant. The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over and across the Common Areas and Community Facilities for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provisions of utility services, whether public or private, to the Community and to other property adjacent to, or in the vicinity of, the Community. Any and all instruments of conveyance made by the Declarant to the Association with respect to any of the Common Areas and Community Facilities shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time

execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights-of-way over the Common Areas and Community Facilities for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables, underground conduits and such other purposes related to the provisions of utility services to the Community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Areas and Community Facilities and for the preservation of the health, safety, convenience and welfare of the Owners or the Declarant.

3. Utility and Drainage Easements. The Declarant reserves an easement over all land in each Lot lying within fifteen (15) feet of a roadway or within seven and one-half (7.5) feet of a boundary with an adjacent Lot, for the installation of utility lines and drainage structures.

ARTICLE X

1. Amendment. This First Amended Declaration may be amended only by an instrument executed and acknowledged by two-thirds (2/3) of the Members, which instrument shall be recorded among the Land Records for Talbot County, Maryland. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each unless terminated by a two-thirds (2/3) vote of the Members.

3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain or enjoin violation or to recover damages or both, and against any Lot to enforce the lien created hereby; and the failure or forbearance by the Association to enforce any covenant 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 or 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 recovery damages.

4. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant, with or without notice to the Association.

5. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, and deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

7. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Community Facility 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 Areas or Community Facilities.

8. Severability. Invalidation of any one of these covenants 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.

9. Consents.

(a) Any other provision of this First Amended Declaration to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of at least two-thirds (2/3) of the first mortgages of record on the Lots:

(i) abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas and Community Facilities; provided, however, that the granting of rights-of-way easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and Community Facilities by the Members of the Association shall not be considered a transfer within the meaning of this section; or

(ii) abandon or terminate this Declaration; or

(iii) modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or

(iv) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the Common Areas and Community Facilities; or

(v) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(b) No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding.

(c) Any first mortgagee of any Lot may pay any taxes, utility charges or other charge levied against the Common Areas and Community Facilities which are in default and which may or have become a charge or lien against any of the Common Areas and Community Facilities and any such first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the Common Areas and Community Facilities. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

10. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas or Community Facilities, the Board of Directors shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the By-laws of the Association shall entitle any Member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas or Community Facilities.

11. Condemnation or Eminent Domain. In the event any part of the Common Areas and Community Facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the By-Laws of the Association shall entitle any Member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas and Community Facilities.

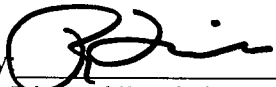
12. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the neuter and the male shall include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

IN WITNESS WHEREOF, Declarant has caused this instrument to be properly executed and sealed as of the day and year first above written.

WITNESS:

TRIPPE'S CREEK LLC,
a Maryland limited liability company

Wendy M. Pleasants

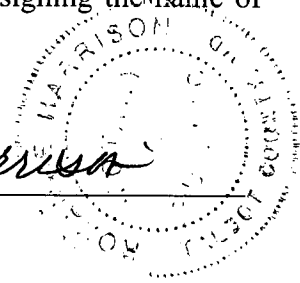
By  (SEAL)
Richard B. Firth, Manager

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

I HEREBY CERTIFY, that on this 30th day of January, 2008, before me, the subscriber, a Notary Public for the aforesaid State and County, personally appeared RICHARD B. FIRTH, who acknowledged himself to be Manager of Trippes Creek, LLC, a Maryland limited liability company, and that he as such Manager, being authorized so to do, executed the foregoing Declaration for the purposes therein contained, by signing the name of said limited liability company by himself as Manager.

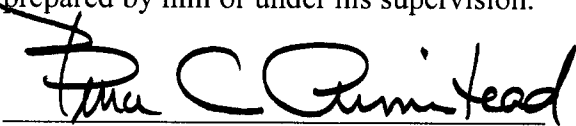
WITNESS my hand and Notarial Seal.


Notary Public



My Commission Expires: 1-1-09

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that this Declaration was prepared by him or under his supervision.


Bruce C. Armistead

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 1518, p. 0369, MSA_CE91_1455. Date available 02/19/2007. Printed 02/26/2021.

AMENDED AND RESTATED RESERVATION OF DEVELOPMENT RIGHTS

THIS GRANT AND RESERVATION OF DEVELOPMENT RIGHTS, made this 22nd day of Feb, 2008, by and between TRIPPES CREEK, LLC, a Maryland limited liability company ("Grantor"), and TALBOT COUNTY, MARYLAND, a Charter County and political subdivision of the State of Maryland ("Grantee").

WHEREAS, pursuant to a plat titled "SCHWANINGER FARM AT COOKES HOPE" prepared by Lane Engineering, LLC, dated April 22, 2002 and recorded among the Plat Records of Talbot County, Maryland at Plat Cabinet 82, Page 42, Grantor in title created the Reservation of Development Rights Area shown on Remaining Lands "C" and consisting of 14.315 acres, more or less, and

WHEREAS, Grantor has proposed to relocate the Reservation of Development Rights Area to the located shown and depicted as "Amended Reservation of Development Rights Area 14.315 AC.±, 11.582 AC± in critical area, 2.733 AC. ± outside critical area" on a plat prepared by Lane Engineering, LLC dated October 26, 2007 and intended to be recorded simultaneously herewith, and

WHEREAS, Grantee has agreed to allow the relocation of the 14.315 acre Reservation of Development Rights Area upon the terms and conditions set forth herein.

IMP FD SURE \$ 20.00
RESERVATION 20.00
TOTAL 40.00
Res# TA02 Rct# 343
MAS 9493 Blk # 769
Feb 29, 2008 01:33 PM

WITNESSETH

FOR NO CASH CONSIDERATION, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in compliance with Section 168 and Section 190, Talbot County Code, § 2-118 of the Real Property Article, Md. Ann. Code, and other applicable laws, ordinances, regulations, and requirements, the undersigned Grantor(s) do hereby grant and convey to Talbot County Maryland, the following RESERVATION OF DEVELOPMENT RIGHTS:

- 1. This RESERVATION OF DEVELOPMENT RIGHTS restricts future development of any residential, commercial or industrial buildings/structures and uses on the area described below.
- 2. This RESERVATION OF DEVELOPMENT RIGHTS does not restrict future development of any agricultural buildings/structures or uses.
- 3. This RESERVATION OF DEVELOPMENT RIGHTS runs with and binds the land.
- 4. Grantor retains the right to petition the County Council for release (partial or entire) of the Reservation of Development Rights in the event zoning classification of the property is changed.
- 5. This RESERVATION OF DEVELOPMENT RIGHTS does not restrict future use of the property for public purposes.
- 6. Grantor shall retain the right to have the reservation released if development rights are transferred back to the property at a later date.
- 7. This RESERVATION OF DEVELOPMENT RIGHTS shall be construed and enforced in accordance with the provisions of the Talbot County Code and § 2-118 of the Real Property Article, Md. Ann. Code.
- 8. The provisions of this RESERVATION OF DEVELOPMENT RIGHTS are to be construed together with, and to the extent possible, as consistent with the plat notes on the Plat prepared in connection with this Reservation, intended to be recorded herewith, but to the extent of any inconsistency, the more restrictive interpretation as determined by Talbot County, Maryland, shall control. The Plat

After recording, please return original to:
Talbot County Office of Planning and Zoning, 28712 Glebe Road, Suite 2, Easton, MD 21601

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 1605, p. 0400, MSA_CE91_1542. Date available 03/06/2008. Printed 02/26/2021.

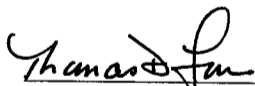
shall control any inconsistent written description of the area included or designated as "Amended Reservation of Development Rights Area" on Lot 26.

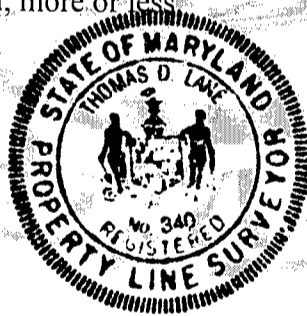
9. "Reservation of Development Rights Area" means the specific designation of land on the subdivision plat, intended to be recorded among the land records of Talbot County, Maryland simultaneously herewith ("Plat"). Reservation of Development Right Areas are permanently protected and may not be developed for residential, commercial, or industrial development.

The foregoing RESERVATION OF DEVELOPMENT RIGHTS memorializes the use and exhaustion of permitted density, applies to, binds, and runs with the following described land, for the benefit of Talbot County, Maryland, Grantee, its successors and assigns, forever, that is to say:

DESCRIPTION OF
RESERVATION OF DEVELOPMENT RIGHTS
ON A PORTION OF
LOT 26
"SCHWANINGER FARM AT COOKES HOPE"
IN THE FIRST ELECTION DISTRICT
TALBOT COUNTY, MARYLAND

Beginning for the same at a marble monument found, said marble monument found being the northerlymost corner of the herein described land, said marble monument found also being a corner of the land of James A. Kennedy and Helen V. Kennedy (Liber 498 Folio 535); and from said Place of Beginning running by and with the said James A. Kennedy and Helen V. Kennedy land (1) South 46 degrees 19 minutes 04 seconds East 584.31 feet to the land of D. W. Holdings (Liber 1144 Folio 97), thence by and with the said D. W. Holdings land (2) South 05 degrees 48 minutes 50 seconds West 783.25 feet to an iron rod found and Revised Remaining lands Parcel C, thence by and with the said Revised Remaining Lands Parcel C the following two courses and distances (3) South 88 degrees 44 minutes 58 seconds West 94.06 feet, thence (4) South 81 degrees 16 minutes 07 seconds West 329.42 feet, thence (5) North 04 degrees 42 minutes 25 seconds West 252.93 feet, thence (6) North 32 degrees 55 minutes 33 seconds West 537.21 feet, thence (7) North 36 degrees 11 minutes 40 seconds East 659.03 feet to the Place of Beginning, containing 14.315 Acres of Land, more or less.


Lane Engineering, LLC
Thomas D. Lane
Property Line Surveyor #340



This legal description has been prepared by the licensee either personally or under their direction and supervision and complies with the requirements as set forth in Regulation 09.13.06.12 of The Maryland Minimum Standards for Surveyors

BEING, part of the land conveyed to TRIPPES CREEK, LLC, a Maryland limited liability company, by deed dated 23rd day of December, 1994 and recorded among the Land Records of Talbot County, Maryland, in Liber 794, Folio 098, and by deed dated 12th day of November, 1996 and recorded among the Land Records of Talbot County, Maryland, in Liber 842, Folio 792, and by deed dated 19th day of January, 1998 and recorded among the Land Records of Talbot County, Maryland, in Liber 877, Folio 150, et seq. (the "Property")

TO HAVE AND TO HOLD, the foregoing Reservation of Development Rights for the benefit and to the use of Talbot County, Maryland, Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor(s) have hereunto affixed their hands and seals.

WITNESS:

GRANTOR

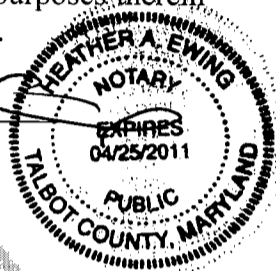
[Signature]

[Signature] (SEAL)
Trippes Creek, LLC
Richard B. Firth, authorized member

STATE OF MARYLAND, Talbot COUNTY

I HEREBY CERTIFY, that on this 19th day of February, 2008, before me, the undersigned, and Notary Public in and for the State and County aforesaid, personally appeared Richard B. Firth, authorized member of Trippes Creek, LLC, a limited liability company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as authorized member.

Heather A
Notary Public



My commission expires:

ACCEPTED by Talbot County, Maryland, this 29th day of February, 2008.

Queen Anne's
TALBOT COUNTY, MARYLAND

WITNESS:

[Signature] (SEAL)
George G. Kinney, Planning Officer

STATE OF MARYLAND, Queen Anne's COUNTY

I HEREBY CERTIFY, that on this 22nd day of Feb, 2008, before me, the undersigned, and Notary Public in and for the State and County aforesaid, personally appeared George G. Kinney, who acknowledged himself to be the Planning Officer of Talbot County, Maryland, a Charter County of the State of Maryland, and that he as such Officer, being authorized to do so, executed the foregoing Agreement for the purpose therein contained.

[Signature]
Notary Public

My commission expires:

8/1/10



TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 1591, p. 0183, MSA_CE91_1528. Date available 12/26/2007. Printed 02/26/2021.

Returned to: Armistead, Griswold, Lee & Rust, P.A., 100 N. West St., Easton, MD 21601

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REF # 97508
BLK # 440
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MAS 3851
DEC 17, 2007

AMENDMENT NO. 1
TO DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS
SCHWANINGER FARM AT COOKE'S HOPE

THIS AMENDMENT NO. 1 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made this 22nd day of May, 2007, by **TRIPPES CREEK LLC**, a Maryland limited liability company ("Declarant").

WHEREAS, Declarant has subjected certain property known as "Schwaninger Farm at Cooke's Hope" ("Community") located in Talbot County, Maryland to certain covenants, conditions and restriction by the recording of a Declaration of Covenants, Conditions and Restrictions for Schwaninger Farm at Cooke's Hope dated January 30, 2007 (the "Declaration") and recorded among the Land Records of Talbot County, Maryland in Liber 1518, folio 348; and

WHEREAS, pursuant to the terms of Paragraph 7(a)(xvi), Declarant prohibited hunting on all Lots within the Community; and

WHEREAS, Declarant has determined that hunting on certain Lots within the Community will not be detrimental to the use and enjoyment of other Lots within the Community nor will hunting on certain Lots adversely impact the value of Lots within the Community; and

WHEREAS, Declarant desires to amend the Declaration to permit hunting on certain Lots within the Community; and

WHEREAS, pursuant to Paragraph 1 of Article X, Declarant has the power and authority to amend the Declaration as the owner of more than two-thirds (2/3rds) of the Lots located within the Community.

NOW, THEREFORE, WITNESSETH, Declarant does hereby amend the Declaration as follows:

1. Prohibited Uses and Nuisances. Paragraph 7(a)(xvi) of Article VII of the Declaration is hereby deleted and the following shall be inserted in lieu thereof:

"(xvi) Hunting shall be permitted only on the following Lots or parcels within the Community: Lots 1 and 11 and Parcels A, B and C. No hunting shall be permitted on any other Lot within the Community."

2. Ratification. Except as expressly modified by this Amendment No. 1, all terms and conditions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be properly executed and sealed as of the day and year first above written.

WITNESS:

TRIPPES CREEK, LLC,
a Maryland limited liability company

[Signature]

By: [Signature] (SEAL)
William T. Hunter, Jr., Manager

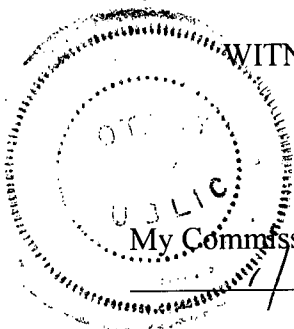
[Signature]

By: [Signature] (SEAL)
Richard B. Firth, Manager

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of May, 2007, before me, the subscriber, a Notary Public of the aforesaid State, personally appeared **WILLIAM T. HUNTER, JR. and RICHARD B. FIRTH**, who acknowledged themselves to be the Managers of Trippes Creek LLC, a Maryland limited liability company, and that they as such Managers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by themselves as such Managers.

WITNESS my hand and Notarial Seal.



[Signature]
Notary Public

THE UNDERSIGNED, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that this Amendment was prepared by him or under his supervision.

[Signature]
Bruce C. Armistead

Returned to: Armistead, Griswold, Lee & Rust, P.A., 114 Bay Street, Building C, Easton, MD 21601

MP FID SURE \$ 20.00
RECORD FEE 20.00
TOTAL 40.00
REST TAGS 15780
MAS 9493 RPT # 1062
JUN 29, 2011 BLK # 1062 02:20 PM

AMENDMENT NO. 2
TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
SCHWANINGER FARM AT COOKE'S HOPE

THIS AMENDMENT NO. 2 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SCHWANINGER FARM AT COOKE'S HOPE ("Amendment No. 2") is made this 27th day of June, 2011, by TRIPPES CREEK LLC, a Maryland limited liability company ("Declarant").

WHEREAS, Declarant has subjected certain property located in Talbot County, Maryland known as "Schwaninger Farm at Cooke's Hope" (the "Community") to certain covenants, conditions and restriction by the recording of a Declaration of Covenants, Conditions and Restrictions for Schwaninger Farm at Cooke's Hope dated January 30, 2007 (the "Declaration") among the Land Records of Talbot County, Maryland in Liber 1518, folio 348; and

WHEREAS, pursuant to Paragraph 1 of Article X of the Declaration, the provisions of the Declaration may be modified or amended by a vote of two-thirds (2/3) of the Members of the Community; and

WHEREAS, pursuant to Paragraph 9(a)(v) of Article X of the Declaration, the prior written consent and approval of the holders of at least two-thirds (2/3) of the first mortgages of record on the Lots within the Community is required in order to modify or amend any material or substantive provision of the Declaration or the By-Laws of the Association; and

WHEREAS, pursuant to Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for Schwaninger Farm at Cooke's Hope dated May 22, 1007 ("Amendment No. 1") and recorded among the Land Records of Talbot County, Maryland in Liber 1591, folio 183, Declarant (being the owner of all of the Lots within the Community and there being no mortgages on any of the Lots owned by Declarant within the Community) amended the Declaration to permit hunting on Lots 1 and 11 and Parcels A, B. and C within the Community; and

WHEREAS, Declarant desires to prohibit the further modification of the hunting rights set forth in the Declaration (as amended by Amendment No. 1), unless any such modification shall have been approved by all Members of the Community and all holders of first mortgages of record on all Lots within the Community; and

WHEREAS, Declarant has determined that the modification proposed herein does not constitute a material or substantive amendment to the Declaration or Amendment No. 1 which adversely impacts the rights of any Member of the Community; and

WHEREAS, Declarant (being the owner of more than two-thirds [2/3] of the Lots within the Community) has the power and authority to amend the Declaration and Amendment No. 1 as more particularly set forth herein.

NOW, THEREFORE, WITNESSETH, Declarant does hereby amend the Declaration as amended by Amendment No. 1 as follows:

1. Article VII, Paragraph 7(a)(xvi) of the Declaration is hereby amended as follows:

Prohibited Uses and Nuisances. Paragraph 1 of Amendment No. 1, which deleted and replaced Paragraph 7(a)(xvi) of Article VII of the Declaration, is hereby deleted and the following shall be inserted in lieu thereof:

“(xvi) Hunting. Hunting shall be permitted only on the following Lots or parcels within the Community: Lots 1 and 11 and Parcels A, B and C. No hunting shall be permitted on any other Lot within the Community. This provision shall continue without interruption for such time as this Declaration and any amendments thereto remain in effect and shall not be subject to modification or amendment without the unanimous prior written consent and approval of all Members of the Community and all holders of first mortgages of record on all Lots within the Community.”

2. Article X, Paragraph 1 of the Declaration is hereby deleted and the following shall be inserted in lieu thereof:

“1. Amendment. Except as set forth in Paragraph 7(a)(xvi) of Article VII of the Declaration (as amended by Amendment No. 1 and Amendment No. 2), this Declaration) may be amended only by an instrument executed and acknowledged by two-thirds (2/3) of the Members, which instrument shall be recorded among the Land Records of Talbot County, Maryland. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.”

3. Article X, Paragraph 9(a) of the Declaration is hereby deleted and the following shall be inserted in lieu thereof:

“(a) Except as set forth in Paragraph 7(a)(xvi) of Article VII (for which the prior written consent and approval of the holders of all first mortgages of record on the Lots shall be required) of the Declaration (as amended by Amendment No. 1 and Amendment No. 2), and notwithstanding any provision to the contrary set forth therein, neither the Members, the Board of Directors nor the Association shall, by act or

omission, take any of the following actions with the prior written consent and approval of the holders of at least two-thirds (2/3) of the first mortgages of record on the Lots: ”

4. Article X of the Declaration is hereby amended by the addition of the following Paragraph 9(d):

“(d) Notwithstanding any provision to the contrary set forth herein or in Amendment No. 1 or Amendment No. 2, neither the Members, Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of all first mortgages of record on all Lots within the Community:

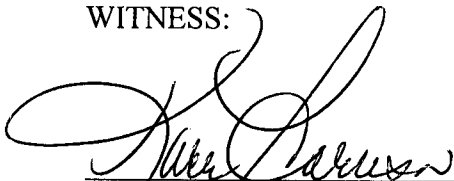
(i) abandon, terminate, modify or amend any of the hunting rights set forth in the Declaration as amended by Amendment No. 1 and Amendment No. 2; and


(ii) modify or amend any provision of the By-Laws of the Association affecting the hunting rights set forth in the Declaration as amended by Amendment No. 1 and Amendment No. 2.”

5. Ratification. Except as expressly modified by this Amendment No. 2, all terms and conditions of the Declaration and Amendment No. 1 are hereby ratified and confirmed and shall remain in full force and effect.

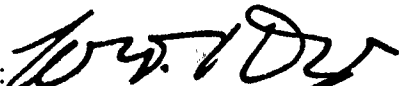
IN WITNESS WHEREOF, Declarant has caused this instrument to be properly executed and sealed as of the day and year first above written.


WITNESS:





TRIPPES CREEK, LLC,
a Maryland limited liability company

By:  (SEAL)
William T. Hunter, Jr., Manager

By:  (SEAL)
Richard B. Firth, Manager

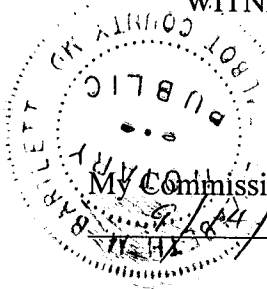
STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this 27th day of June, 2011, before me, the subscriber, a Notary Public of the aforesaid State, personally appeared **WILLIAM T. HUNTER, JR. and RICHARD B. FIRTH**, who acknowledged themselves to be the Managers of Trippes Creek LLC, a Maryland limited liability company, and that they as such Managers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by themselves as such Managers.

WITNESS my hand and Notarial Seal.



Notary Public



My Commission Expires: 6/24/14