

NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC.

Section 6

A copy of the proposed Declaration of Covenants, Conditions, and Restrictions of North Carroll Farms Homeowners Association, Inc. follows this sheet. All owners are subject to the restrictions and obligations contained in the Declaration, which restrictions and obligations may be enforced against any owner.

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC.**

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 9th day of January, 1997, by WOODHAVEN BUILDING AND DEVELOPMENT, INC., a Maryland corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in the 8th Election District of Carroll County, Maryland, in the Town of Hampstead more particularly described on Exhibit A, attached hereto and incorporated herein (hereafter the "Property"); and

WHEREAS, the Declarant desires to provide for the preservation of values and amenities in the community being developed on the aforesaid Property and for maintenance of Common Areas; and to this end desires to subject the Property, as hereinafter defined, to the covenants, conditions, easements, charges, liens and restrictions, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the said community to create an association to which are delegated and assigned the powers and duties of maintaining and administering the common areas, administering and enforcing the within covenants and restrictions and collecting and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed (or intends to form) North Carroll Farms Homeowners Association, Inc., a "homeowners association" as that term is defined in Title 11B of the Real Property Article, Annotated Code of Maryland, as amended, (the Maryland Homeowners Association Act, herein the "Act") for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the Property as hereinafter defined is and shall be held, conveyed, hypothecated or encumbered, sold, leased, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants" or "restrictions") hereinafter set forth:

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC., a Maryland non-profit, non-stock corporation, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Common Areas" shall mean all real property (including the Improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of conveyance of the first lot are described in "Exhibit B", attached hereto and made a part hereof. The common areas shall be conveyed to the Association free of all encumbrances before the Secretary of Housing and Urban Development insures the first mortgage in the Property.

Section 4. "Declarant" or "Developer" shall mean and refer to WOODHAVEN BUILDING AND DEVELOPMENT, INC., a Maryland corporation, its successors and assigns and any other legal entity which, in conjunction with or in lieu of WOODHAVEN BUILDING AND DEVELOPMENT, INC., develops Dwellings on the Property, if such successor, assign or legal entity should acquire one or more undeveloped Lots from the Declarant for the purpose of development and/or construction of a Dwelling thereon.

Section 5. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for North Carroll Farms Homeowners Association, Inc.

Section 6. "Dwelling" shall mean and refer to any residential townhouse or single family dwelling constructed on any portion of the Property.

Section 7. "Improvement(s)" shall mean and refer to any building, fence, wall, sign, fuel tank, deck, patio, shed, mailbox, privacy screen, sidewalk, flue, chase, antenna, porch, steps, pool, hot-tub, clothes dryer, landscaping or other structure of any kind.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property, with the exception of the Common Areas, and publicly dedicated rights-of-way.

Section 9. "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association, including the Declarant.

Section 10. "Mortgagee" shall mean and refer to the holder of any mortgage or trustee or beneficiary of any deed of trust on any Lot, provided such holder is an institutional lender and/or a licensed mortgage banker.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest as security for the performance of an obligation.

Section 12. "Property" or "Properties" shall mean and refer to that certain real property described on **Exhibit "A"** attached hereto and incorporated herein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as shown on **Exhibit "C"** and such other additions as are permitted herein.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to assess annual fees for the maintenance and improvement of the Common Areas;

(b) the right of the Association to suspend the voting rights and right of use of the Common Areas by an Owner for any period during which assessment against his Lot remains unpaid; and for any period during which an Owner has violated and continues to violate the published rules and regulations of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members and fifty-one percent (51%) of all mortgagees holding first mortgages or deeds of trust on Lots within the Property which have been annexed into the Association;

(d) the right of Declarant prior to the conveyance of the Common Areas, and of the Association to grant and reserve easements and rights-of-way through, under, and over and across the Common Areas, for installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, Storm Water Management/Quality, drainage, fuel oil, communications systems (including cable television), and other utilities;

(e) the right of the Association, by and through its Board, to limit the number and charge reasonable fees for guests of members utilizing Common Areas;

(f) the right of the Association, by and through its Board, to establish uniform rules pertaining to the use of the Common Areas that may be located thereon; and

(g) the right of the Association, by and through its Board, to regulate the use, maintenance, repair and replacement of Common Areas and amenities located thereon.

Section 2. Declaration of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas to persons residing on his Lot, including the members of his family, his lessees, or contract purchasers, subject to such rules which the Board may from time to time adopt; provided, however, that such delegation shall not abrogate the duty of the Owner to pay assessments as provided in Article V hereof.

Section 3. Rental of Lots. The Owner of any Lot may lease his respective property subject to the following terms and conditions:

(a) any lease between an Owner and a lessee must be in writing and shall not be for a term of less than twelve (12) months;

(b) the lease shall state that it is subject in all respects to, and that the lessee shall comply with all of the provisions of the Declaration, Articles of Incorporation and the By-Laws, and that failure of the lessee to comply with any of the terms of the aforementioned documents shall be a default under the lease; and

(c) the lease shall in no way relieve the Owner of any duty or obligation imposed by this Declaration.

Section 4. Encroachments. In the event that any portion of any Dwelling encroaches upon the Common Areas and facilities as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the aforesaid Dwelling, a valid easement of such encroachment and for the maintenance of same shall exist so long as such encroachment exists.

Section 5. Party Walls. In the event that two Dwellings abut each other and share a common wall or "party wall", the following provisions apply:

(a) each Owner who shares a party wall shall be solely responsible for the care and maintenance of the inner perimeter of the party wall, up to and including the space bounded by and contained within the outside surface or stud side of the paneling, sheetrock or drywall portion of the party wall located within the Owner's property lines;

(b) each Owner who shares a party wall shall be jointly and severally responsible for the care and maintenance of the structural elements of the party wall, and the respective Owners shall share equally in the costs of any necessary repairs thereto.

(c) in the event that any construction, reconstruction or repair of the structural elements of a party wall is necessary, the Owner doing same shall have the right to enter onto the property of the abutting Owner insofar as it may be reasonably necessary in connection with said construction, reconstruction or repair. The Owner so entering shall take due precautions and care

not to damage the property of the other party, and shall be responsible for restoring the property to its condition prior to his entry.

Section 6. Utility Lines. Each Owner shall be solely responsible for the care and maintenance of sanitary sewer, water, gas, electric, telephone, storm sewer, cable television or other utility conduits or lines that exclusively service each such Owner's Dwelling. In the event such conduits or lines are in need of repair and/or replacement and any portions thereof are located in, under and/or through an abutting Lot or property of any abutting Lot Owner, the Owner so repairing and/or replacing such lines shall have the right to enter upon and is hereby granted an easement to enter in and onto the front ten (10) feet of the Lot of an abutting Owner to perform the repair and/or replacement. The Owner so entering shall perform such construction and/or work as promptly as possible and shall take due precautions and care not to damage the Lot and/or property of the abutting Owner and to the extent the abutting Lot and/or property is dug into, displaced and/or dismantled, the Lot and/or property shall, immediately upon the completion of the repair and/or replacement, be put back in the same condition it was prior to such work being commenced by the Lot Owner performing the construction and/or work.

Section 7. Use-in-Common Driveways. Lots in subsequent Sections of the Property, may utilize use-in-common driveways. The maintenance responsibilities of the use-in-common driveways shall be governed by Declarations of Maintenance Obligations to be recorded among the Land Records of Carroll County and will not be the responsibility of the Association.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every Owner of a Lot which is subject to assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Classes of Voting Membership. The Association shall have two (2) classes of voting membership:

(a) Class A Membership. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B Membership. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The conversion of Class B Membership into Class A recited hereinafter shall not be construed to apply to nor to

deprive the Declarant of its rights in Article V Section 4 or any other rights herein conferred on the Declarant. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, or

(ii) seven (7) years from the date of recordation of this Declaration; PROVIDED, HOWEVER, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid seven (7) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

ARTICLE IV **ANNEXATION OF ADDITIONAL PROPERTY**

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, rented, used, occupied and improved subject to this Declaration is located in Carroll County, State of Maryland, and is shown on Exhibit A. No other real property shall be subject to this Declaration until the same is annexed pursuant to the provisions of Section 2 below, it being understood that the Declarant shall have the right to freely develop any real property owned by it and not annexed pursuant to the provisions of Section 2 in any fashion and for any use not prohibited by law or governmental regulation and shall have no obligation to develop any real property not so annexed, in accordance with any other scheme of development or plan.

Section 2. Additions.

(a) The Declarant, without the assent of the Class A members, may annex to the Properties all or any portion of the additional land located in Carroll County and more particularly described on "**Exhibit C**" attached to this Declaration; PROVIDED, HOWEVER, that in the event any portion of the Properties (including the additional land currently being annexed) has been approved for federally insured mortgage financing purposes by the Federal Housing Administration, then the prior written consent of such approving agency to the annexation shall be required.

(b) Additional property outside the boundaries of the land described on Exhibit C may be annexed only with the consent of two-thirds (2/3) of the Class A and Class B members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days and not more than

sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each Class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, except that notice shall be sent to all members not less than fifteen (15) days nor more than sixty (60) says in advance of the meeting, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(c) Any annexations made pursuant to this Article, or otherwise, shall be made by recording an Amendment to the Declaration among the Land Records of Carroll County, Maryland, which Amendment to the Declaration shall extend the scheme of the within Covenants, Conditions and Restrictions to such annexed property. Such Amendment to the Declaration may contain such additions and modifications to the Covenants, Conditions and Restrictions set forth in the Declaration as may be necessary to reflect the different character or use, if any, of such annexed property.

ARTICLE V **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for any purpose; such assessments to be established and collected as hereinafter provided. The annual and special assessments and fines imposed as provided by Article IX, Section 1(q) together with interest, late charges, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the Lot against which each such assessment is made, all in accordance with Section 14-201 et seq. of the Real Property Article of the Annotated Code of Maryland, as amended (herein the "**Maryland Contract Lien Act**"). Each such assessment or fine, together with interest, late charges, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the following purpose:

(a) to pay taxes and other governmental charges and assessments on the Common Areas, if any;

(b) to promote the recreation and welfare of the residents in the Lots;

(c) to pay all administrative, managerial, legal, insurance and any other costs or expenses incurred by the Association in the operation of the Association;

(d) for the use, improvement, maintenance, repair, and replacement of the Common Areas and improvements thereon including Storm Water Management/Quality;

(e) to pay for the cost of all utilities or utility services transmitted by or through the Common Areas and not separately metered and billed to each Lot Owner;

(f) to pay for the cutting of all grass upon the Common Areas and maintenance or replacement of all plantings originally planted by the Declarant in the Common Areas, parking islands, and bays; and

(g) to provide an adequate reserve for maintenance, repair and replacement of the Common Areas and any Improvements situate thereon.

Section 3. Maximum Annual Assessment. Until January of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot per year which may be payable in installments, as determined by the Board.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment and the maximum Additional Annual Assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year by the Board and without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment and the maximum Additional Annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for that purpose.

(c) The Board of Directors may for each assessment year fix the annual and Additional Annual assessments at an amount not in excess of the maximum assessments.

Section 4. Class B Membership Assessment. The Class B Member shall be required to pay twenty-five percent (25%) of the annual assessment and any Additional Annual Assessment due on the Lots it owns and that have been annexed into the Association and such assessments shall be due and payable only at the time of conveyance of that Lot to a purchaser for value.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property, or for any other purpose, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting called for this purpose.

Section 6. Notice and Quorum for any Action Authorized under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 5 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, if there are not present members or proxies entitled to cast sixty percent (60%) of all the votes of each class, another meeting may be called subject to the same notice requirement, and the quorum at the subsequent meeting shall be reduced to one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots, except as noted in Section 4 of this Article.

Section 8. Date of Commencement of Assessments: Due Dates. The assessments provided for herein shall commence sixty (60) days following the sale and settlement of the first residential Dwelling constructed on each parcel of ground so annexed. The first annual and Additional Annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of each assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of a Non-Payment of Assessments and Fines: Remedies of the Association. Any assessment, fine or amount due under Article VII Section 2(b) hereof, not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and late charges not exceeding Twenty Dollars (\$20.00) or one-tenth (1/10th) of the total amount of the delinquent assessment or installment, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent payment and may only be

imposed if the delinquency has continued for at least fifteen (15) calendar days. The Owner shall also be responsible for payment of all costs of collection and reasonable attorneys' fees incurred by the Association as a result of non-payment of the assessment, fine or amount due under Article VII Section 2(b). Subject to the provisions of Section 16 of this Article, the Association may bring an action at law against the Owner personally obligated to pay the same, or, establish and foreclose the lien against the Lot as such lien is provided for herein and in the Maryland Contract Lien Act. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 10. Acceleration. Upon default in the payment of any assessment or installment on its due date, the Association may demand payment of the remaining installments, if any, coming due within that fiscal year. A demand by the Association is not enforceable unless the Association, within ten (10) days of the Owner's failure to pay an installment, notifies the Owner that if the Owner fails to pay the installment within twenty (20) days of the notice, full payment of the remaining installments will be due and shall constitute a lien as provided in Section 11 of this Article.

Section 11. Notice of Lien. No action shall be brought to establish or foreclose a lien for assessments, fines or amounts due under Article VII Section 2(b), or to proceed under the power of sale herein except in strict accordance with the Maryland Contract Lien Act.

Section 12. Foreclosure. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant, agree and authorize the Association to foreclose on any recorded lien for assessments, fines or amounts due under Article VII Section 2(b), in accordance with the procedures prescribed in the rules pertaining to foreclosures of mortgages in the Maryland Rules of Procedure, as if the Association were the mortgagee and the Owner were the mortgagor.

Section 13. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed Thirty Five Dollars (\$35.00), to cover the costs of preparing and filing or recording such release.

Section 14. Cumulative Remedies. The lien for assessments, fines and amounts due under Article VII Section 2(b) and the rights to foreclosure sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law,

including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 15. Subordination of the Lien to Mortgages. The lien for assessments, fines and amounts due under Article VII Section 2(b) provided for herein shall be subordinate to the lien of any Institutional Mortgagee or mortgage held by the Veterans Administration (VA), Secretary of Housing and Urban Development (HUD), FNMA or FHLMC, providing purchase money financing in either the form of a single purchase money first mortgage or a combination purchase money first and purchase money second mortgage, such purchase money first and purchase money second mortgage combination designed to facilitate financing due to statutory lending limits which may prohibit financing of first mortgages in excess of certain dollar amounts. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment, fine or amount due under Article VII Section 2(b) as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot Owner from liability for any assessments thereafter becoming due from the lien thereof.

Section 16. Notice to Mortgagees. Upon request, the Association shall notify the holder of the first mortgage on any Lot for which any assessment, fine or amount under Article VII Section 2(b) levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) 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 sixty (60) days. Such notification shall be in writing.

ARTICLE VI
ARCHITECTURAL STANDARDS

Section 1. Creation.

(a) There shall be an architectural standards committee (referred to as the "**Architectural Standards Committee**" or "**Committee**") for the Lots. The Committee shall have a minimum of three (3) members, each of whom shall, notwithstanding the expiration of the period referred to in the provisions of subsection (b) of this Section 1, serve as such until the earlier to occur of:

(i) his resignation from the Committee, or
(ii) his replacement pursuant to the following provisions of this Section by the Declarant or the Board.

(b) The Declarant shall have the exclusive right from time to time to designate and replace the members of the Committee until the later to occur of:

(i) the fifth anniversary of the date hereof,
or

(ii) the conveyance of record by the Declarant to one or more persons of the title to at least ninety percent (90%) of the Lots.

(c) Thereafter, the Board shall have the exclusive right to designate and replace the members of the Committee who will serve at the pleasure of the Board.

Section 2. Approval.

(a) Subject to the operation and effect of the provisions of Article VII, and except for any Improvements by Declarant, no Improvement(s) or other structures of any kind whatsoever shall be constructed, reconstructed, placed, maintained or modified excepting: (1) exterior repainting in the same color as the existing color, upon prior written approval of the Board, and (2) interior painting or other modifications not visible from or affecting the exterior of the Dwelling, and no landscaping on a Lot shall be altered, unless such action and such Improvement has been approved expressly and in writing by the Committee, which shall have the absolute right to refuse to grant such approval for any aesthetic or other reasonable cause, and to withhold such approval until plans and specifications, showing in reasonable detail the nature, kind, shape, height, materials, location and approximate cost of such Improvement, have been submitted to and approved by the Committee expressly and in writing. In considering whether to grant such approval, the Committee may consider the suitability of such proposed Improvement with relation to such Lot and the other Lots, and may base such consideration upon such, if any, information concerning the nature, kind, shape, heights, materials, location and approximate cost of such Improvement as is furnished to the Committee, as aforesaid, all to the end that such Improvement shall be in harmony with and have no adverse affect upon its immediate surroundings and the other Lots.

(b) If any Owner submits to the Committee a written application for approval of any Improvement as aforesaid, and if the Committee has not disapproved, in writing, said application within sixty (60) days of receipt thereof, such approval shall thereupon be deemed to have been given.

(c) The affirmative vote of a majority of the Members of the Committee shall be required for it to take any action; provided, that such majority may designate one Member to act for it.

ARTICLE VII
MAINTENANCE

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas and improvements thereon including the Storm Water Management Pond and

related plantings and landscaping and the fence along the CSX Railroad right-of-way.

Section 2. Parking Bays. Without limiting the generality of Section 1 of this Article, the Association shall be responsible for the care, maintenance, repair and replacement of all the rights-of-way and/or parking bays that are located within the Common Areas, including, maintenance of those Common Areas planted with grass, flowers, shrubs, trees or other foliage or bays adjacent to: (1) the sidewalks; (2) other walkways; (3) other Common Areas; or (4) Lots whether or not any portions thereof are part of the Common Area and/or have been dedicated to the Town of Hampstead or any other governmental or quasi-governmental authority or group.

Section 3. Private Roadway. The private roadway located behind the Townhomes shall be maintained, repaired and replaced by the Association.

Section 4. Individual Lots.

(a) The Owner of each Lot shall otherwise be responsible for the care, maintenance, repair and replacement of his Lot, Dwelling and all Improvements situate thereon, therein and thereunder, including all privately owned sidewalks, if any, located on the premises.

(b) In the event that any Owner shall fail to maintain any Lot or the premises and the Improvements situate thereon in a manner satisfactory to the Board, the Association, after approval by a majority vote of the Board, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and/or restore the Lot, the premises and any Improvements erected thereon. Such right of entry, repair, maintenance and restoration shall be exercisable only upon fifteen (15) days' prior written notice given to the Owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added to and become part of the lien for assessment to which such Lot and Owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article V, Section 9 hereof.

ARTICLE VIII
POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Powers and Duties. In addition to the powers and duties enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct (in the event of deterioration or destruction) and manage all of the Common Areas and all facilities, Improvements and landscaping

thereon, the road behind the Townhouse Section, and all property acquired by the Association, and to pay all the costs thereof;

(b) Pay property taxes and other charges assessed against the Common Areas;

(c) Have the authority to obtain, for the benefit of the Common Areas, all, water, gas and electric service and refuse collection;

(d) Grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Common Areas;

(e) Maintain such policy or policies of insurance on the Common Areas as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(f) Have the authority to employ a manager and other persons and professionals such as Attorneys and Accountants and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed to manage the Associates shall not exceed one (1) year in term unless approved by a majority of the Members of the Association, with the exception of an insurance contract that may be for a period not to exceed three (3) years;

(g) Enforce applicable provisions of this Declaration, the Articles of Incorporation, and the By-Laws of the Association and establish and enforce (by injunction, suit or fine) uniform rules pertaining to the use of the Common Areas and Lots;

(h) Have the authority to contract for fire, casualty, liability and other insurance on behalf of the Association; and

(i) Have the authority, in the sole discretion of the Board, to designate and assign specific parking spaces for use by the Owners of specific Lots.

Section 2. Maintenance of Records. The Association shall maintain adequate books and records and a mortgagee shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice.

ARTICLE IX PROHIBITED USES AND NUISANCES

Section 1. Itemization. Except for the activities of the Declarant during original development, construction and marketing period:

(a) No noxious or offensive trade or activity shall be carried on upon any part of the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or Owners of Lots;

(b) The maintenance, keeping, boarding, and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or part of the Property, except that this shall not prohibit the keeping of not more than two (2) dogs or cats, provided they are not kept, bred or maintained for commercial purposes;

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kinds shall be permitted on any lot;

(d) Except as herein elsewhere provided: no junk vehicle or vehicle which does not display current registration; trailer; truck; camper; camp truck; house trailer; recreational vehicle; boat; or the like shall be kept upon any lot except as determined by the Board (except for bona fide emergencies), nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Board, provide and maintain suitable areas designated for the parking of such vehicles or the like;

(e) Trash and garbage containers shall be kept in a clean and sanitary condition and shall not be permitted to remain in public view except on days of trash collection. Such containers shall be kept in the rear of any Lot, or in an area designated by the Board;

(f) No structurally sound or healthy trees shall be removed from any Lot without written approval of the Board or duly appointed committee;

(g) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained or used on any Lot or Common Areas at any time unless approved, in writing, by the Board and the Architectural Committee. Temporary playhouses or the like may be so maintained provided their primary purpose is the maintenance and/or promotion of juvenile recreation subject to application to and approval by the Board or by the Architectural Committee, as the case may be;

(h) No signs of any character shall be erected, posted, or displayed upon, in or about any Lot; PROVIDED, HOWEVER, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot placed upon the market for sale or rent;

(i) No structure, planting or material other than sidewalks 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 change, obstruct or retard direction or flow of any drainage channels;

(j) No part of the Common Areas shall be used for commercial activities of any character. This subsection shall not apply to the use of homes by the Declarant for display, promotional or sale purposes;

(k) Decks, porches, patios, and platforms shall be maintained in a neat, safe, and orderly manner;

(l) The owner of each Lot shall have the right to store firewood on the deck or patio provided that such wood is kept in a covered wood storage box stained to match the deck;

(m) The rear deck or patio of a home on a Lot may be equipped with an awning for protection from the elements, which awning may also have side panels for privacy. All awnings must be approved by the Architectural Committee as herein provided;

(n) Between 11:00 p.m. and 9:00 a.m., there shall be no loud or unusual noises; and musical instruments, radios, televisions, record players, phonographs, hi-fi sets and amplifiers shall be used in such manner as not to disturb the other Lot owners; and

(o) A vehicle, which has been designated for or adopted to the transportation of goods or persons for profit as its primary purpose, or displays a logo, decal (other than a decal placed on the bumper of the vehicle) lettering, symbol, or ornament affixed for the purpose of advertising any person, service, product, or entity other than the make, model, manufacturer, or dealer of the vehicle, or which has a gross weight of over 10,000 pounds is defined herein as a commercial vehicle. Such commercial vehicles shall not be kept or parked on the Common Areas or Lot except as hereinafter provided. Passenger cars, mini-vans, vans, and pick-up trucks of less than 3/4 ton capacity, which have not been designated for or adopted for the transportation of goods or persons for profit and upon which no advertisement appears, may be kept or parked on the Lots. It is the intent of the Declarant that commercial vehicles may be parked or kept overnight and on weekends on Lots. The Board shall adopt rules to regulate the parking of commercial vehicles on Lots in accordance with the Board's rulemaking power under Article VIII, Section 1(g). Notwithstanding the above, the Board, in its sole discretion, may designate the common areas on which commercial vehicles may be parked or kept and may designate the times and days of the week during which such vehicles may be parked on the Common Areas and Lots.

(p) No outside television or radio aerial, antenna or dish, or other aerial or antenna for reception or transmission, shall be maintained upon any home without the prior written consent of the Board or the Architectural Committee and in no event shall such aerial or antenna be located so as to extend upward above the highest point of the home to which it is attached. No aerial or

antenna shall be placed on the outside of any home except on the rear building wall of said home.

(g) Subject to Rules of the Association as to design, color, and materials, fences shall only be permitted rearward of the rear wall of any house except as permitted by the Board. Chain link fences and fences over five feet tall shall not be permitted on any lot.

(r) There shall be no violation of any Rules for the use of the Common Areas and Lots which may from time to time be adopted by the Board, promulgated among the membership by them in writing and filed in the Homeowners Association Depository and the Board is hereby authorized to adopt such Rules and to impose sanctions, including fines, for violation thereof.

Section 2. Rights of the Association to Remove or Correct a Violation of the Article. The Association may, in the interest of the general welfare of all the Owners of the Lots and after reasonable notice to the Owner, enter upon any Lot at reasonable hours on any day for the purpose of removing or correcting any violation or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance; PROVIDED, HOWEVER, that no such action shall be taken without a resolution of the Board.

Section 3. Declarant's Exemption. During the period of development, construction and marketing, the Declarant shall be exempt from the provisions of this Article.

ARTICLE X EASEMENTS

Section 1. Property Subject to Easements. The easements created pursuant to these Articles shall inure to the benefit of all Owners within the Association, pursuant to Article II hereof.

Section 2. Easements. In addition to the easements reserved on the Plats described in Exhibit A which are for the benefit of the Declarant, its successors and assigns, and mortgagees;

(a) Declarant, for itself, its successors and assigns, hereby declares that every Owner shall have a perpetual easement in, upon, through and over the land shown on the above-referenced Plats, for ingress and egress to all Lots and Common Areas, and for use of all sidewalks, walkways, and roadways upon the Property.

(b) Declarant reserves unto itself, its successors and assigns, an easement in, upon, through and over the land comprising the Common Areas for the purpose of installation, grading, maintenance, repair and replacement of all sewer, water,

power, telephone and other communication systems, pipes, lines, mains, conduits, poles, transformers (and all other equipment or machinery) necessary or incidental to the proper functioning of any utility system serving the Property, *and any storm water management ponds and facilities and/or sediment control ponds and facilities and any related plantings or landscaping necessary or incidental to the proper functioning of the "Development"*.

(c) Declarant reserves unto itself, its successors and assigns, an easement in, upon, through and over the land comprising the Common Areas for the purpose of using the land to satisfy any reforestation requirement of the Declarant, its successors or assigns under Carroll County Ordinance 106 "Forest Conservation", as the same may be amended from time to time. *If any such land is designated as forest conservation area such land shall not be disturbed by any Owners or the Association and shall be left in the state required by the County under its reforestation requirements.*

Section 3. Town of Hampstead. The Declarant, for itself, its successors and assigns, hereby reserves unto the Town of Hampstead, Maryland the right to drill wells for supply of water in, upon and under the common areas. This easement and right shall be appurtenant to the common areas presently included in this Declaration and all future common areas made subject hereto by annexation. The right to drill includes the right of access and the right to construct such wells and to place all necessary utility and water lines, pump house and well pump stations and other related facilities and to maintain, repair and replace such facilities as may be required by the Town of Hampstead but shall not obligate to Declarant, its successors and assigns to maintain any of the wells, or other facilities.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, by and through its Board, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, fines and charges now or hereafter imposed by the provisions of this Declaration. In the event the Association institutes legal action to compel enforcement, it shall be entitled to recover all court costs and reasonable attorney's fees incurred from the violating Owner. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive -----

periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. Notwithstanding the foregoing, this Declaration shall not be amended without the written consent of seventy-five percent (75%) of the First mortgagees and seventy-five percent (75%) of the Owners to permit the Association or the Owners to:

(a) By act or omission, seek to abandon or terminate the Association or the provisions of this Declaration relating to architectural standards, exterior maintenance and Common Areas maintenance;

(b) Change the method of determining the obligations or assessments which may be levied against an Owner;

(c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, provided, however, that the grant of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this clause;

(d) Use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of Improvements on Common Areas except as provided by statute; or

(e) Fail to maintain fire and extended coverage insurance on the Common Areas on a current replacement cost basis in an amount less than one hundred percent (100%) of insurable value based on present replacement cost.

Section 4. FHA/VA Approval. Anything set forth in Section 3 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, as from time to time amended or supplemented. This unilateral right, power and authority of the Declarant may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto or other federal, state or local government agencies shall require such action as a condition precedent to the approval by such agency, of the Properties or any part thereof or any Lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or any successor agencies approve the Properties or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, thereafter any amendments to the Declaration made during any period of time when there are Class B Members, shall also require the prior consent of the agency giving such approval. Notwithstanding anything in this Declaration to the contrary, annexation of additional properties, dedication of Common Areas and amendment of this Declaration of Covenants,

Conditions and Restrictions, requires HUD/VA prior approval so long as there is a Class B membership.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, has caused these presents to be executed in its corporate name, the day and year first above written.

WITNESS: WOODHAVEN BUILDING AND DEVELOPMENT, INC.

James F. Lat

By: Martin K. P. Hill (SEAL)
Martin K. P. Hill, President

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

On this 9th day of January, 1997, before the undersigned officer, personally appeared Martin K. P. Hill, who acknowledged himself to be the President of WOODHAVEN BUILDING AND DEVELOPMENT, INC., a Maryland corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

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

Karen L. Grammer
NOTARY PUBLIC

My Commission Expires: 10/16/99

This is to certify to the Clerk of the Court of Carroll County that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney or by the undersigned party to this instrument.

Michael H. Mannes
Michael H. Mannes

DECLARATION FOR
NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC.

EXHIBIT A

DESCRIPTION OF PROPERTY

All that certain real property located in the 8th Election District of Carroll County, Maryland, all in the Town of Hampstead and more particularly described on the "Sheets 1 through 4 of Section Four North Carroll Farms" (referred to as the "Plats"), being also the lots and parcels described below:

Plat	Sheet	Lot Nos.	# of Lots	Common Area Parcels	Building Type
A	2	89-109	21	A	SF
A	3	110-124	15	B	SF
A	4	125-145	21	C	SF - 13 TH - 8
Total			57		SF - 49 TH - 8

DECLARATION FOR
NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC.

EXHIBIT B

DESCRIPTION OF COMMON AREAS

All that certain real property located in the 8th Election District of Carroll County, Maryland in the Town of Hampstead and more particularly described on Plats designated as Parcel A Sheet 2; Parcel B Sheet 3; and Parcel C Sheet 4 to be recorded among the Land Records of Carroll County.

DECLARATION FOR
NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC.

EXHIBIT C

DESCRIPTION OF ADDITIONAL PROPERTY

All those lots and parcels of land shown on the Plats for Section Four North Carroll Farms to be recorded among the Plat Records of Carroll County listed below:

Plat	Sheet	Lot Nos.	# of Lots	Common Area Parcels	Building Type
B	2	146-170	25	E & F	SF
B	3	171-186	16	G	SF
C	2	187-190	4	H	SF
D	2	191-230	40	M	SF - 16 TH - 24
D	3	231-275	45	N	SF - 21 TH - 24
D	4	276-308	33	P & Q	SF - 17 TH - 16
TOTAL			163		SF - 99 TH - 64

BEING all of the lands acquired by Woodhaven Building and Development, Inc. from Earl W. and Esther C. Schultz and Carroll County Health Services Corporation by deeds recorded among the Land Records of Carroll County in Liber 1224, Folio 482 and Liber 1417, Folio 685, respectively.

SAVING and EXCEPTING: EXHIBITS A and B of this Declaration.

Return to: Michael H. Mannes
Michael H. Mannes, P. A.
1 East Franklin Street
Baltimore, Maryland 21201

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC.

CARROLL COUNTY, MARYLAND

THIS FIRST AMENDMENT, TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for North Carroll Farms Homeowners Association, Inc. (herein called this "Amendment"), made this 12th day of May, 1998, by Woodhaven Building and Development, Inc., a Maryland corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the Owner of certain property in the Eight Election District of Carroll County, Maryland, and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded on January 10, 1997 among the Land Records of Carroll County, Maryland in Book 1873, Page 846 et seq. (the "Declaration"), which, along with Articles of Incorporation and By-laws, created North Carroll Farms Homeowners Association, Inc. (the "Association"; and

WHEREAS, the Declarant is the owner of more than 75% of the lots now subject to the Declaration and

WHEREAS, the Declarant desires to and does hereby amend the Declaration as herein described.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does state as follows:

1. A new Article XI is added to the Declaration and former Article XI is renumbered as new Article XII:

2. New Article XI shall read as follows:

ARTICLE XI
LICENSES

"Section 1. License Agreement. It is contemplated that the Association and the Declarant will enter into a License Agreement with the Town of Hampstead (herein the "Town"), which License Agreement will provide, among other things that: (1) the Town will operate and maintain the Stormwater Management Facilities within the development known as North Carroll Farms, some or all of which Stormwater Management Facilities are located on the Common

Area; (2) the Town will have a right of access to the Stormwater Management Facilities over the Common Area; (3) the Town will have the right to do all acts necessary to operate and maintain the Stormwater Management Facilities in accordance with accepted practices; and (4) the Town will have the authority to exclude others from and otherwise protect, in a reasonable manner, the Stormwater Management Facilities and an area around them reasonably appropriate to provide for their operation, maintenance and protection.

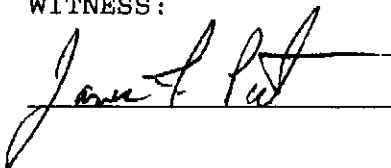
Section 2. Access. The License Agreement shall provide that the Town shall have access to a well area, as defined in the description attached hereto as Exhibit "D" and made a part hereof, for the purpose of operating, maintaining, using, accessing, constructing, and reconstructing as well or wells for a public water supply, including the right to exclude others from said area and to take such actions as to reasonably protect said area.

Section 3. Stormwater Management Facilities. The "Stormwater Management Facilities" shall mean any and all pipes, culverts, ditches, structures, ponds (whether we or dry), basins, outfalls, riprap, or appurtenances shown on the construction drawings for North Carroll Farms, said construction drawings being entitled "Road and Storm Drain Plans, North Carroll Farms, Section iv," pages or drawings 28 of 36 through 31 of 36 and being on file with the Town of Hampstead.

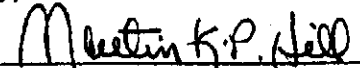
3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS, the Declarant has caused this Amendment to be executed on its behalf, on the dated and year first above written.

WITNESS:



WOODHAVEN BUILDING AND DEVELOPMENT, INC.


_____ (seal)
President

Martin K.P. Hill

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC.

CARROLL COUNTY, MARYLAND

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for North Carroll Farms Homeowners Association, Inc. (herein called this "**Amendment**"), made this 15th day of March, 1999, by Woodhaven Building and Development, Inc., a Maryland corporation (hereinafter referred to as the "**Declarant**").

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of certain property in the Eighth Election District of Carroll County, Maryland, and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded on January 10, 1997 among the Land Records of Carroll County, Maryland in Book 1873, Page 846 et seq. (the "**Declaration**"), which, along with Articles of Incorporation and By-laws, created North Carroll Farms Homeowners Association, Inc. (the "**Association**"; and

WHEREAS, the Declarant is the Owner of property described in Exhibit "C" to the Declaration which may be annexed into the Association and subjected to the Declaration;

WHEREAS, as contemplated in accordance with provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to subject the land and property described in Exhibit 1 hereof to the Declaration and to membership in North Carroll Farms Homeowners Association, Inc.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declare as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all that land located in the Eighth Election District of Carroll County, Maryland, as described in Exhibit 1 attached hereto and made a part hereof containing 41 Lots.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats recorded among the Plat Records of Carroll County, Maryland (all known as the "Subdivision Plats"):

	Plat	Plat Recording
Section 4, North Carroll Farms	A	Book 40, Pages 36-39
	B	Book 43, Pages 78-80

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment, the land described in Exhibit 1 is subject to the covenants, conditions and restrictions contained in the aforesaid Declaration, including the lien for assessments created thereunder. After recordation of this Amendment there will be 98 Lots and 6 Open Space Parcels subject to the Declaration.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS, the Declarant has caused this Amendment to be executed on its behalf, on the date and year first above written.

WITNESS:

WOODHAVEN BUILDING AND DEVELOPMENT,
INC.

Amberly S. Fisher

By: *Martin K. P. Hill* (SEAL)
Martin K. P. Hill, President

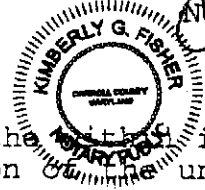
STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY, That on this 15th day of March, 1999, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Martin K. P. Hill, the President of Woodhaven Building and Development, Inc. who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions for North Carroll Farms Homeowners Association, Inc. on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Kimberly G. Fisher

My Commission Expires: 11/5/01



NOTARY PUBLIC
Kimberly G. Fisher, Notary Public
Carroll County
State of Maryland
My Commission Expires Nov. 5, 2001

This is to certify that the with instrument has been prepared by or under the supervision of the undersigned Maryland attorney.

Michael H. Mannes
Michael H. Mannes

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC.

EXHIBIT 1

All those 41 lots listed in the table below and as described on plats entitled: North Carroll Farms, Section Four, Plat "B" Sheets 1 through 3, recorded among the Plat Records of Carroll County in Book 43, Pages 78 through 80.

Plat	Sheet	Lot Nos.	# of Lots	Building Type	Open Space
B	2	146-170	25	SF	E&F
	3	171-186	16	SF	G
TOTAL			41	All SF	

BEING part of the property which by Deed dated July 9, 1990, was recorded among the Land Records of Carroll County in Book 1224, Page 482 and was granted and conveyed by Earl W. Schultz and Esther C. Schultz unto Woodhaven Building and Development, Inc., the within Declarant.

MAIL TO: Michael H. Mannes, Esquire
Michael H. Mannes, P.A.
One East Franklin Street
Baltimore, MD 21202-2239

THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC.

CARROLL COUNTY, MARYLAND

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for North Carroll Farms Homeowners Association, Inc. (herein called this "**Amendment**"), made this 15th day of November, 2000, by Woodhaven Building and Development, Inc., a Maryland corporation (hereinafter referred to as the "**Declarant**").

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of certain property in the Eighth Election District of Carroll County, Maryland, and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded on January 10, 1997 among the Land Records of Carroll County, Maryland in Book 1873, Page 846 et seq. (the "**Declaration**"), which, along with Articles of Incorporation and By-laws, created North Carroll Farms Homeowners Association, Inc. (the "**Association**"; and

WHEREAS, the Declarant is the Owner of property described in Exhibit "C" to the Declaration which may be annexed into the Association and subjected to the Declaration;

WHEREAS, as contemplated in accordance with provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to subject the land and property described in Exhibit 1 hereof to the Declaration and to membership in North Carroll Farms Homeowners Association, Inc.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declare as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all that land located in the Eighth Election District of Carroll County, Maryland, as described in Exhibit 1 attached hereto and made a part hereof containing 4 Lots.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats recorded among the Plat Records of Carroll County, Maryland (all known as the "Subdivision Plats"):

	Plat	Plat Recording
Section 4, North Carroll Farms	A	Book 40, Pages 36-39
	B	Book 43, Pages 78-80
	C	Book 44, Pages 36-37

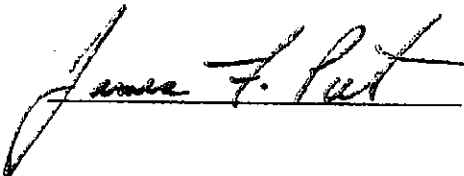
2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment, the land described in Exhibit 1 is subject to the covenants, conditions and restrictions contained in the aforesaid Declaration, including the lien for assessments created thereunder. After recordation of this Amendment there will be 102 Lots and 7 Open Space Parcels subject to the Declaration.

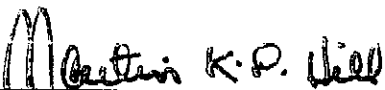
3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS, the Declarant has caused this Amendment to be executed on its behalf, on the date and year first above written.

WITNESS:

WOODHAVEN BUILDING AND DEVELOPMENT,
INC.

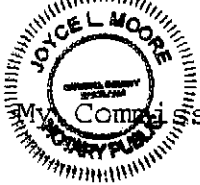


By:  (SEAL)
Martin K. P. Hill, President

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY, That on this 15th day of November, 2000, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Martin K. P. Hill, the President of Woodhaven Building and Development, Inc. who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions for North Carroll Farms Homeowners Association, Inc. on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Joyce L. Moore, Notary Public
Carroll County
State of Maryland
My Commission Expires: 11/5/01

Joyce L. Moore
NOTARY PUBLIC

This is to certify that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney.

Michael H. Mannes
Michael H. Mannes

THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC.

EXHIBIT 1

All those 4 lots listed in the table below and as described on plats entitled: North Carroll Farms, Section Four, Plat "C" Sheets 1 AND 2, recorded among the Plat Records of Carroll County in Book 44, Pages 36 AND 37.

Plat	Sheet	Lot Nos.	# of Lots	Building Type	Open Space
C	2	187-190	4	SF	H
TOTAL			4	All SF	

BEING part of the property which by: (1) Deed recorded among the Land Records of Carroll County on July 9, 1990 in Book 1224, Page 482, was granted and conveyed by Earl W. Schultz and Esther C. Schultz; (2) Deed recorded among the Land Records of Carroll County on December 23, 1992 in Book 1417, Page 685, was granted and conveyed by Carroll County Health Services Corporation; and (3) Deed recorded among the Land Records of Carroll County on May 26, 1995 in Book 1705, Page 731, was granted and conveyed by Earl E. Kopp, Evelyn M. Krebs, et al, all unto Woodhaven Building and Development, Inc., the within Declarant.

RECEIVED CIRCUIT COURT
CARROLL CO. MD
NOV 20 A 11:40
LARRY W SIMPLEY, CLERK

MAIL TO: Michael H. Mannes, Esquire
Michael H. Mannes, P.A.
One East Franklin Street
Baltimore, Maryland 21202-2239

FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC.

CARROLL COUNTY, MARYLAND

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for North Carroll Farms Homeowners Association, Inc. (herein called this "**Amendment**"), made this 15th day of November, 2000, by Woodhaven Building and Development, Inc., a Maryland corporation (hereinafter referred to as the "**Declarant**").

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of certain property in the Eighth Election District of Carroll County, Maryland, and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded on January 10, 1997 among the Land Records of Carroll County, Maryland in Book 1873, Page 846 et seq. (the "**Declaration**"), which, along with Articles of Incorporation and By-laws, created North Carroll Farms Homeowners Association, Inc. (the "**Association**"; and

WHEREAS, the Declarant is the Owner of property described in Exhibit "C" to the Declaration which may be annexed into the Association and subjected to the Declaration;

WHEREAS, as contemplated in accordance with provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to subject the land and property described in Exhibit 1 hereof to the Declaration and to membership in North Carroll Farms Homeowners Association, Inc.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declare as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all that land located in the Eighth Election District of Carroll County, Maryland, as described in Exhibit 1 attached hereto and made a part hereof containing 54 Lots.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats recorded among the Plat Records of Carroll County, Maryland (all known as the "Subdivision Plats"):

	Plat	Plat Recording
Section 4, North Carroll Farms	A	Book 40, Pages 36-39
	B	Book 43, Pages 78-80
	C	Book 44, Pages 36-37
	D	Book 45, Pages 209 - 212

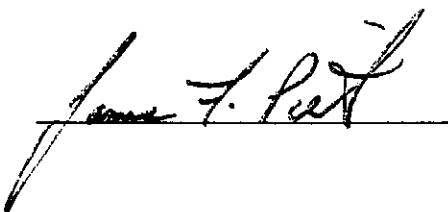
2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment, the land described in **Exhibit 1** is subject to the covenants, conditions and restrictions contained in the aforesaid Declaration, including the lien for assessments created thereunder. After recordation of this Amendment there will be 156 Lots and 10 Open Space Parcels subject to the Declaration.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS, the Declarant has caused this Amendment to be executed on its behalf, on the date and year first above written.

WITNESS:

WOODHAVEN BUILDING AND DEVELOPMENT,
INC.



By:  (SEAL)
Martin K. P. Hill, President

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY, That on this 15th day of October, 2000, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Martin K. P. Hill, the President of Woodhaven Building and Development, Inc. who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions for North Carroll Farms Homeowners Association, Inc. on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year



Joyce L. Moore, Notary Public
Carroll County
State of Maryland
My Commission Expires Nov. 5, 2001

Commission Expires: 11/5/01

Joyce L. Moore
NOTARY PUBLIC

This is to certify that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney.

Michael H. Mannes
Michael H. Mannes

**FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
NORTH CARROLL FARMS HOMEOWNERS ASSOCIATION, INC.**

EXHIBIT 1

All those 54 lots listed in the table below and as described on plats entitled: North Carroll Farms, Section Four, Plat "C" Sheets 1 through 4, recorded among the Plat Records of Carroll County in Book 4__, Pages __ through __.

Plat	Sheet	Lot Nos.	# of Lots	Building Type	Open Space
D	2	191-206 231-238	24	SF	
	3	239-251 276-286	24	SF	R
	4	287-292	6	SF	P & Q
TOTAL			54	All SF	

BEING part of the property which by Deed dated July 9, 1990, was recorded among the Land Records of Carroll County in Book 1224, Page 482 and was granted and conveyed by Earl W. Schultz and Esther C. Schultz unto Woodhaven Building and Development, Inc., the within Declarant.

RECORDED
10 MAR 13 11 36 AM '01
MICHIGAN COUNTY

MAIL TO: Michael H. Mannes, Esquire
Michael H. Mannes, P.A.
One East Franklin Street
Baltimore, Maryland 21202-2239