

DECLARATION OF RESTRICTIONS AND COVENANTS

WOODS HERITAGE SUBDIVISION

QUEEN ANNE'S COUNTY, MARYLAND

THIS DECLARATION OF RESTRICTIONS AND COVENANTS (herein the “Declaration”), made this 12th day of March, 2020, by **WOOD’S HERITAGE DEVELOPMENT, INC.**, a Maryland corporation, herein referred to as “Declarant” and **FOUR OAKS FARM PROPERTIES, LLC**, a Maryland limited liability company, herein referred to as “Four Oaks”.

RECITALS

1. Declarant is the owner of Lots 2 through 16, inclusive, shown and described on a set of plats, containing nine (9) sheets, entitled “WOODS HERITAGE”, by Michael A. Scott, Inc., surveyors, dated August 1, 2005, and recorded among the Plat Records of Queen Anne's County in Plat Book S.M. No. 36 , pages 37 A through I, by virtue of (i) a Deed from Four Oaks Farm Properties, LLC to Declarant, dated August 22, 2019, and recorded among the Land Records of Queen Anne's County in Liber K.B.H. No. 3146, folio 216 and (ii) a Confirmatory Deed from Four Oaks Farm Properties, LLC to Declarant, dated November 15, 2019, and recorded among the Land Records of Queen Anne's County in Liber K.B.H. No. 3220, folio 173.

2. Declarant has formulated and intends to place in effect a general plan or scheme of development for the orderly, efficient and harmonious utilization of the aforescribed lots, which Lots shall henceforth be known as “Woods Heritage Subdivision”, in order to preserve the value and amenities of said lots.

3. The success of such plan depends upon the lots being made subject to the several covenants, agreements, restrictions, conditions and charges hereinafter set forth, all of which are for the benefit of the property and owners of the different lots.

4. Declarant intends for the aforesaid reasons and purposes, to subject said lots of land, to all the hereinafter stated covenants, agreements, restrictions and charges.

NOW, THEREFORE, THIS DECLARATION OF RESTRICTIONS AND COVENANTS, WITNESSETH, that Declarant hereby declares that the Development shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to those covenants, conditions, restrictions, easements, charges and liens as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development. These covenants, conditions, restrictions, easements, charges and liens shall run with the real property and shall be binding upon all parties having and/or acquiring any right, title or interest in the Development or any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in the real property.

ARTICLE I

Definitions. Whenever used in this Declaration, the following definitions shall apply, unless a contrary intention is clearly evident from the context:

(a) "Builder" means and refers to any party who or which acquires a Lot which is subject to this Declaration for the purpose of constructing thereon a dwelling unit to be sold for residential purposes in the ordinary course of such party's business.

(b) "County" means Queen Anne's County, Maryland or the County Commissioners of Queen Anne's County, Maryland, as the context may require.

(c) "Lot(s)" means and refers to Lots 2 through 16, inclusive, as set forth and shown on the Plat(s).

(d) "Owner" means the person owning the record fee simple title to one of the aforescribed lots, including any contract purchaser, but not including mortgagee or other holder of a similar security interest.

(e) "Person" shall include individuals, co-partnerships, associations, incorporations, trusts and any other legal entity; the single shall include the plural, and the masculine the feminine and the feminine and the neuter as the context may require.

(f) "Plat of Woods Heritage Subdivision", "Woods Heritage" or "Plat(s)" mean the plats described in the Recitals above, and any amendments or revisions thereof which may hereafter be recorded among said land records.

(g) "Stormwater" shall include, in addition to its normal and customary meaning and the meaning given to those terms by federal, State, and local law and regulation, subsurface water to the extent that such subsurface water shall reach the surface of property in Woods Heritage or otherwise affect, contribute, increase, exacerbate, or interfere with or inhibit the drainage of surface waters in, above, under, on, or through the Woods Heritage.

(h) "Structure" means anything or device the placement of which upon the Lot(s) (or any part thereof) may affect the appearance of the Lot(s) (or any part thereof). "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across Woods Heritage, or which affects or alters the flow of any waters in any natural or artificial stream, wash, drainage channel or swale, or stormwater management facility from, upon, or across Woods Heritage, and (ii) any change in the grade of the Lot(s) (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a record owner hereunder other than the Declarant.

ARTICLE II

1. Architectural Control. Except for construction or development done by Declarant or done for the purpose of proper maintenance and repair, no building or structure, including additions or accessories thereto, including without limitation, dwellings, garages, dog kennels, horse facilities, fences, walls, swimming pools, tennis courts, exterior lighting, screens, awnings, patio covers, sidewalks, curb and gutters, patios, balconies, porches, driveways and signs, shall be commenced, constructed, erected, moved, removed or maintained, nor shall an addition to, change or alteration (including change of color of any exterior part), be made until the written and printed plans and specifications showing the location (by survey), nature, shape, height, type of construction, materials, floor plan, color scheme, topography and any other information specified by the Architectural Review Committee shall have been submitted to and approved in writing as to safety, harmony of exterior design, color, and location in relation to surrounding structures and topography, and conformity with the design concept of the community by an Architectural Review Committee. This approval shall be obtained prior to any building permit application being filed with the Queen Anne's County Planning & Zoning Office or other County Approving Authority.

2. Architectural Review Committee. The Architectural Review Committee shall be composed of three (3) persons, and the following persons are designated as the initial members: William E. Schuman, III, James L. Gannon, III and Jeffrey E. Thompson. Each initial member shall serve until the last lot is sold by Declarant.

Upon the last lot being sold by Declarant, the owners of the lots within the community, by majority vote of the lot owners present at a meeting to be called by the Declarant, shall elect the members of the Architectural Review Committee, who shall serve five (5) year terms of office or until their successors are elected. Owner(s) of a lot within Woods Heritage shall have one vote per vacancy for each lot owned. The affirmative vote of a majority of the members of the Architectural 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 consent, authorization or approval pursuant to this Declaration.

Any person elected to fill a vacancy created by the resignation or death of a member of the Architectural Review Committee shall serve the unexpired term of that member.

Notwithstanding the provisions of this Article II, Section 2, should Architectural Review be assigned to a Homeowners Association ("HOA") as hereinafter provided (Article V, Section 3), the HOA may adopt in its By-Laws a different method for appointing and/or electing the Architectural Review Committee.

3. Plans and specifications. The approved plans and specifications shall be deposited among the permanent records of the Architectural Review Committee, and a copy bearing such written approval shall be returned to the owner. In the event the Architectural Review Committee fails to approve or disapprove any plans and specifications within sixty (60) days of their receipt, together with all other materials and information it may require, then the

Architectural Review Committee shall be deemed to have approved such plans and specifications, and this Article complied with.

4. Limitations. Any approval given hereunder shall be null and void unless construction is commenced within six (6) months of the date of such approval, and shall be substantially completed including driveways and seeding of areas disturbed during construction within eighteen (18) months following the date of commencement, or within such other period as the Architectural Review Committee shall specify in writing; provided, however, that the time for completion shall be extended commensurate with the period of interruption of construction caused by war, acts of God, strikes, labor disputes or other matters beyond the control of the owner. In the event construction is not commenced within the period aforesaid, then approval of plans and specifications by the Architectural Review Committee shall be deemed to have lapsed and compliance with all of the provisions of this Article II shall again be required.

There shall be no deviation from the plans and specifications approved by the Architectural Review Committee without its prior written consent. Approval of any particular plan, specification or design shall not be a waiver of the right of the Architectural Review Committee to disapprove any such plan or specification or any element or feature thereof in the event the same is subsequently resubmitted by an owner.

5. Building setbacks. Except as provided under Article III, Section 2 (m) hereof, no structure, including without limitation the main dwelling and accessory structures, shall be located outside of the building restriction line (B.R.L.) shown on the plat.

6. Minimum Floor Area. The floor area of any dwelling house erected on any lot, exclusive of basements, attached porches, breezeways, and garages, shall be not less than 1,800 square feet for a one story dwelling, nor less than 2,000 square feet for a one and one-half story dwelling, nor less than 2,000 square feet for a two story dwelling. No dwelling, outbuilding or other structure shall be more than 35 feet above ground level, and no main roof pitch shall be less than 7/12.

7. Rules and Regulations. The Architectural Review Committee may from time to time adopt statements of policy, standards, guidelines and establish criteria relating to architectural styles, details, fences, colors, setbacks, materials, location of improvements, landscaping plans, and other matters relative to architectural control as it may consider necessary and appropriate. No such rules, regulations and statements shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration, and a decision of the Architectural Review Committee as to such matters shall be final.

ARTICLE III

1. Residential use. Each lot may be improved only by a main dwelling or residence for the occupancy of one family, together with an in-the-ground swimming pool accessory to the main dwelling; provided, however, that each lot may be improved by attached or detached

garage(s) and/or guests, servants or in-laws quarters or other structures deemed accessory to the main dwelling or as otherwise authorized by this Declaration.

2. Prohibited uses. No noxious or offensive trade, or business, shall be carried on upon any lot nor shall anything be done or kept there on which may be or become an annoyance or nuisance to the neighbors. Without limiting the generality of the foregoing:

(a) No speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be maintained on the exterior of any dwelling or other structure constructed on any lot. No snowmobiles, go-carts, motor bikes, trail bikes, all-terrain vehicles or other loud engine recreation vehicles shall be operated on any lot or upon the roadways within Woods Heritage.

(b) No animals, livestock, poultry or other fowl of any kind shall be raised, bred or kept on any lot, except (i) a total of three (3) dogs, cats or other household domestic pets, provided that the same are confined and do not roam at large, or become a source of annoyance to the neighbors. Notwithstanding the foregoing, up to five (5) horses may be kept on Lot 7 and on Lot 8 provided that the same are confined in an approved stable and/or fenced-in area where adequate provision is made for the storage and disposal of waste material. With the exception of approved fencing, all structures authorized under this provision shall be located in the rear yard not less than twenty (20) feet from any property line.

(c) No lumber, metal, bulk materials, refuse or trash shall be allowed to accumulate on any lot, except building materials during the course of construction of any approved structure.

(d) No burning of trash shall be permitted. Trash and refuse containers shall be stored in such a manner as to not be visible from the roadways or other lots within Woods Heritage, except for being placed out on the day on which they are regularly picked up.

(e) No boats over 30 feet long, unlicensed or inoperable motor vehicles, commercial vehicles, house trailers, tractors, or other similar vehicles or pieces of equipment shall be kept upon any lot unless stored or parked within garages. No motor vehicles of any kind shall be regularly parked upon any of the roadways within Woods Heritage. Boats 30 feet long and under are permitted only (i) on the rear of the lot, buffered by landscaping, and must be on an operable trailer or (ii) located within a garage.

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

(g) Except for entrance, directional, traffic control, or safety and promotional signs by Declarant, no signs or advertising devices of any nature shall be maintained on any lot; provided, however, that one temporary "For Sale" or "For Rent" sign not exceeding five (5) square feet in area may be erected. Any such real estate sign shall be removed promptly following the sale or rental of the property.

(h) 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 the direction or flow of any drainage ways.

(i) Vegetable gardens are not permitted in front yards.

(j) No satellite dishes larger than thirty inches (30") in diameter or other transmitting or receiving antennae of any kind may be located outside of a dwelling unless landscaped so as to minimize visibility from the roadway and other lots in Woods Heritage.

(k) 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.

(l) All fences shall be made of plastic, except that the post may be concrete, and shall not exceed six (6) feet in height. Wood, chain link or other metal fences are prohibited without prior specific approval, which approval will only be given in special instances and where adequate screening or landscaping is provided.

(m) Outbuildings/storage structures and swimming pools shall be permitted as accessory structures; provided, they are placed on permanent foundations and are architecturally and aesthetically compatible with the main dwelling as determined by the Architectural Review Committee in their sole and absolute discretion. Provided further, that all such structures, shall be located not less than twenty (20) feet from any property line.

(n) Hunting is strictly prohibited and no firearms may be discharged on lots at any time.

3. Maintenance. Every lot owner shall keep his lot, including gardens and all improvements thereon, in good order and repair including but not limited to the seeding, watering and mowing of grass, the pruning and cutting of all trees and shrubbery, and the painting, or other appropriate external care, of all buildings and other structures in the manner and with the frequency that is consistent with good property management.

ARTICLE IV

1. Easements. Easements are hereby expressly reserved upon, in and over strips of land ten (10) feet in width along all interior lot lines and strips of land ten (10) feet in width along exterior lot lines for the purpose of erecting, constructing and maintaining utility lines, wires and conduits with the necessary and proper attachments in connection therewith for the transmission of electricity and for telephone and other public utilities or services and for public sanitary sewers and storm water drainage; and Declarant, or nominee, shall have the right to enter upon said reserve strips of land for any purposes for which said easements are reserved.

Declarant or nominee, shall have the right to remove, prune or trim any tree or shrub on any lot interfering with the construction and maintenance of electric or telephone lines or other utility services.

2. Stormwater Management Easements and Facilities.

(a) There are hereby established for the benefit of the Owners of the Lots, forever and in perpetuity, easements upon, in, under, and through those areas designated and/or reserved for stormwater management on the Plat(s) for the purposes of management of stormwater drainage, whether draining directly from a Lot or Lots or by virtue of draining on or into said easement by, from, or as a result of drainage from the Lots or roadway or other surfaces in Woods Heritage. Such easements, and the easements described in ARTICLE IV, paragraph 1 hereof for the purposes of stormwater management, drainage, flow, and or control, are and shall constitute "Storm Water Management Facilities." The Owners of each Lot shall each be primarily responsible for any and all costs that may be necessary in maintaining the Stormwater Management Facilities located on their respective Lots, subject to the liability of the Owners of the remaining Lots, all as hereinafter provided.

(b) Each Owner shall be responsible for and bear its own costs of maintaining the stormwater management facilities on such Owner's Lot, including but not limited to periodic mowing of grasses and the removal of trash and any other debris.

(c) Declarant, for itself, its successors and assigns, establishes forever and in perpetuity the foregoing stormwater management easements and facilities to and for the benefit of the owners of all of the Lots, for the purposes of the management of stormwater drainage from each of the individual Lots and the roadways within the subdivision, subject to the following conditions:

(i) Declarant, for itself and its successors and assigns, reserves the right and privilege to use all or any part of said lands for purposes of constructing and maintaining a system of drainage, including the right to ditch, bulldoze, install culverts, pipes and to restrict all interference with drainage flows and to do any and all such things incidental to the accomplishment of the purposes intended thereby, including the right of ingress and egress at all times for the purpose of modifying the grade of any drainage channels within the property to improve the drainage of water; including the right to reconfigure any and all stormwater management facilities to accommodate the development of additional/future lots.

(ii) Without the permission of the County, no temporary or permanent Structure, planting or other material shall be placed or permitted within any stormwater management facility which may unreasonably change, obstruct or retard direction or flow of any drainage channels or otherwise adversely affect the operation or purpose thereof; nor shall earth or sand be removed, nor the grading of land altered, within any stormwater management facility; nor shall any work be done or action be taken within any stormwater management facility, which would directly or indirectly interfere with or alter the drainage and runoff patterns and systems within any stormwater management facility including any such patterns on any

individual lots.

(d). Obligations of Lot Owners. Regardless of any of the other provisions of this Declaration, the Declarant (until such time as the last remaining Lot shall have been sold) and the Lot Owners (collectively, the “Responsible Parties” and, individually, a “Responsible Party”) shall be at all times responsible for obtaining, constructing, maintaining, repairing and managing all storm water management facilities in Woods Heritage to ensure that such facilities are and remain in proper working condition and capable of accommodating all water runoff from Woods Heritage in accordance with approved and generally accepted design standards and applicable federal, State and local laws, rules and regulations. In the event that the Responsible Parties fail to fund and undertake any work directed by the County in connection with obtaining, constructing, maintaining, repairing and managing all storm water management facilities in Woods Heritage so that such facilities are and remain in proper working condition and capable of accommodating all water runoff from Woods Heritage in accordance with approved and generally accepted design standards and applicable federal, State and local laws, rules and regulations, each Responsible Party shall, on a pro rata basis, pay said Responsible Party’s share of any and all costs of obtaining, constructing, maintaining, repairing and managing such facilities as directed by the County in accordance with approved and generally accepted design standards and applicable federal, State and local laws, rules and regulations.

(e) County Right to Inspect Stormwater Management Facilities and Easements. Regardless of any of the other provisions of this Declaration, the Declarant and each Lot Owner shall provide the County with the perpetual right to inspect any and all storm water management facilities and easements in Woods Heritage.

(f) Default by Responsible Parties – County Rights. In the event the County, in its sole discretion, shall determine that the Responsible Parties or any of them have failed to obtain, construct, maintain, repair and manage any storm water management facility in Woods Heritage as required pursuant to this ARTICLE IV of this Declaration, the County shall give such persons written notice of the deficiency and the action required to correct said deficiency or their share of the cost required to correct such deficiency and a 30-day opportunity to cure such deficiency and/or to pay. In the event curative steps are not completed or payment is not made within said period of time, the County may, in its discretion, make said repairs and/or pay such costs and assess the Responsible Parties on a pro rata basis, for all costs incurred in making said repairs and in making the storm drain and/or the storm water management facilities and/or easements functional and in good working order and condition. The County, to secure reimbursement for such costs, and in addition to any other remedy available to the County by law and/or pursuant to this Declaration or any other agreement, may avail itself of the provisions of the Maryland Contract Lien Act. Notwithstanding the foregoing, all costs incurred by the County shall, on a pro rata basis, constitute an assessment and lien in the nature of property taxes against the Lots and shall be immediately due, owing and payable upon demand for payment by the County. Any Responsible Party that does not make payment within 30 days after notice and demand for payment shall have a lien in the nature of property taxes on said Responsible Party’s Lot and real property within the subdivision. The County, pursuant to this

Declaration, shall have the authority to collect the amount assessed and such amount shall constitute a lien on said lots pursuant to the Tax Sale provisions of the Tax Property Article of the Maryland Annotated Code (*i.e.*, Md. Code Ann., Tax Prop. §§ 14-812 *et seq.* as amended from time to time). All costs, including attorneys' fees, associated with notice, assessment and sale pursuant to the Tax Property Article shall be assessed against said Lots and shall be collectible as provided under the Tax Property Article.

ARTICLE V

1. Creation of a Lien and Personal Obligation of Assessment. The Declarant, for each lot, hereby covenants, and each owner of every 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 Declarant, its successors or assigns, an annual assessment which shall be based on a calendar year and established and collected as hereinafter provided. The annual assessment together with interest, costs, and reasonable attorney's fees shall be a charge on, and a continuing lien on, the lot against which each such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the lot owner of such lot at the time when the assessment is due and payable.

2. Purpose of Annual Assessment(s). Each annual assessment shall be used (a) to promote the recreational, health, safety and welfare of the residences, (b) to cover any operating expenses associated with collecting the annual assessment, *i.e.* management company fees, attorneys fees and court costs, (c) to cover any operating expense associated with reviewing plans or enforcing the restrictive covenants, (c) to maintain any entrance sign and entrance landscaping and for maintenance of the stormwater management facilities described in Article IV.

3. General Assessments. The Declarant shall determine the amount of the general assessment annually, but may do so at more frequent intervals should circumstances so require. Annual assessments may be levied and collected, in installments, on a monthly, quarterly or semi-annual basis, rather than on an annual basis.

Declarant shall prepare, or cause the preparation of, an annual operating budget for Woods Heritage. Declarant shall make reasonable efforts to fix the amount of the annual general 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 general assessments applicable thereto, which shall be open to inspection by any Owner upon reasonable notice to Declarant. Written notice of the general 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 general assessment period, but the general assessment fixed for the preceding period shall continue until a new general assessment is fixed. No Member may exempt himself from liability for assessments by abandonment of any Lot belonging to him.

4. Reserves for Replacements. Declarant may establish and maintain a reserve fund for repair and/or replacement of improvements and/or facilities being maintained by the Lot Owners in accordance with this Declaration, including, without limitation, entrance features and storm water management facilities. Declarant shall designate the amount of the payment to the reserve fund from time to time. Such fund shall be conclusively deemed to be a common expense of the development and may be deposited with any banking institution, the accounts of which are insured by any State or by an agency of the United States of America, or may, in the discretion of Declarant, be invested. 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.

5. Non-Payment of Assessments. 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, late charges and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Owner(s) against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner(s), their heirs, devisees, personal representatives, successors and assigns. The personal obligation of the Owner(s) 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.

Any assessment levied pursuant to this Declaration, or any installment thereof which is not paid within fifteen (15) days after it is due shall, unless otherwise determined by Declarant, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland, and shall, unless otherwise determined by Declarant, subject the Owner(s) obligated to pay the same to the payment of such penalty or "late charge" equal to the greater of Fifteen Dollars (\$15.00) or one-tenth (1/10) of the total amount of any assessment (provided the charge may not be imposed more than once for the same delinquent payment), and the Declarant may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose on the lien against the Lot then belonging to said Owner(s) in the manner now or hereafter provided for in the Maryland Contract Lien Act, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment.

If requested in writing so to do by a mortgagee, Declarant shall 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(s) 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, 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.

6. Commencement of Annual Assessments. Except as otherwise provided herein, or as otherwise determined by Declarant, the annual assessments for each Lot shall commence on the date a deed for the Lot is delivered by the Declarant or a Builder to an Owner. A pro rata payment for such annual assessment shall be made for the balance of the year during which a deed for the Lot is delivered to the Owner(s) and shall become due and payable and a lien on the date a deed for the Lot is delivered to the Owner. Except as otherwise provided, the next annual assessment for any Lot shall become due and payable and a lien on the first day of the next calendar year.

7. Declarant and Builders. Notwithstanding any provision of this Declaration to the contrary, the Declarant and Builders shall not pay any assessments for Lots owned by the Declarant, a Member of Declarant or a Builder unless required to do so under Article IV.

ARTICLE VI

1. Construction and Enforcement. The provisions hereof shall be liberally construed for the purpose of creating a uniform plan of development for Woods Heritage. These provisions shall run with and bind the land and shall inure to the benefit of and be enforceable by Declarant, the Architectural Review Committee and the owner of the leasehold or fee simple interest (but not reversionary or mortgagee interest) of any lot, their respective legal representatives, heirs, successors and assigns. Violation of any restriction, condition or covenant herein shall give Declarant, in addition to all other remedies, (1) the right to enter upon the land as to which such violation exists and to summarily abate and remove, at the expense of the owner, such violation, and Declarant shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, or for any damages resulting therefrom, and (2) the right to apply for relief by injunction since all parties agree that any breach of this Declaration cannot be compensated adequately by the recovery of damages. The failure or forbearance of Declarant, or the owner of any lot, to enforce any restriction or covenant herein shall not be deemed a waiver of the right to do so thereafter, nor shall it be deemed selective enforcement of any such restriction or covenant.

2. Duration and Amendment. The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein, or any one (1) or more of them, may be waived, abandoned and terminated, modified, altered or changed, in whole or in part, as to any lot or group of lots, with the written consent of the owners of a majority of the total number of lots in the Development. When there is more than one record Owner of a Lot, all of such record Owners shall collectively be entitled to cast only one (1) vote. Notwithstanding the foregoing, the Declarant shall be entitled to cast three (3) votes for each Lot that it owns. (The joinder of mortgagees or other holders of a security interest shall not be required.) No such waiver, abandonment, termination, modification, or alteration shall become effective until a proper instrument in writing shall be executed and recorded in the Office of the Clerk of Court, Queen Anne's County, Maryland. Provided, however, that this provision shall have no application so long as the Declarant shall be the owner of any lot(s), unless said Declarant shall evidence its consent to such waiver, abandonment, termination, modification or alteration, by joining in the

execution of such instrument in writing. Otherwise, the provisions of this Declaration of Restrictions shall remain in perpetuity.

3. Assignability. Any and all rights, titles, easements and estates given to or reserved by Declarant in this instrument, including all the powers (including discretionary powers), duties and obligations given to, assumed by, or imposed upon Declarant by this instrument may be assigned and transferred, in whole or in part, to one or more persons or entities agreeing to assume, exercise, carry out and perform the same. The Declarant may, at any time deemed advisable by it, cause any or all of said rights, titles, easements and estates to be conveyed to a Homeowners Association ("HOA"). Each Owner, by acceptance of a deed to a Lot in the Development, agrees to become a member of the HOA and to pay such dues and assessments as may be levied from time to time by a majority vote of the Woods Heritage HOA members, provided that each Woods Heritage Lot Owner shall be entitled to cast one (1) vote for each lot owned. Any assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee shall join for the purpose of evidencing his, its or their consent to the acceptance and assumption of such powers, duties and obligations, and such assignee or transferee shall thereupon have the same powers and be subject to the same duties and obligations as are herein given to, assumed by or imposed upon Declarant, Declarant thereupon being released therefrom.

4. Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of Woods Heritage is and shall be conclusively deemed to have consented and agreed to every restriction and covenant contained herein, whether or not any reference to this Declaration of Restrictions and Covenants is contained in the instrument by which such person acquired an interest in any lot forming a part of Woods Heritage and subject to this Declaration.

5. Notices. Any notices required to be sent to any person under the provisions of this Declaration shall be deemed to have been properly sent when mailed by ordinary mail, postage paid, to the address of the recipient as reflected on the Real Estate Tax Assessment Records of Queen Anne's County, Maryland, at the time of such mailing.

6. Reservation.

a. Declarant shall have the right to reconfigure, grade, change the grade of, or regrade any street, road or lane shown on any recorded plat relating to the land contained in said subdivision; and said Declarant shall have the further right, before sale, to change the size of, and to locate or relocate any of the lots shown on any recorded plat of the subdivision. However, nothing herein shall be construed as prohibiting further subdivision, resubdivision, or lot line adjustment as to any of the lands governed hereby, provided appropriate governmental approval is obtained, whether before or after sale.

b. Declarant shall have the right to geographically enlarge the subdivision subject to this Declaration thereby increasing the total number of lots. If Declarant exercises this right, this Declaration will be amended and recorded as in the case of the original. Once amended,

these covenants shall be interpreted as if the "new" lots were a part of the original subdivision.

7. **Severability.** In case any one or more restrictions and covenants contained in this Declaration shall be held to be invalid, illegal or unenforceable in any respect, such holding shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal or unenforceable restriction or covenant had never been contained herein.

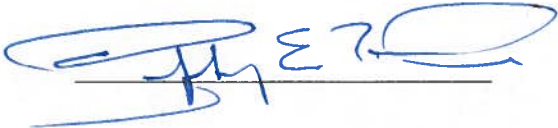
8. **Captions.** The Captions contained herein are for convenience only and are not a part hereof and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

9. **Lot Exclusion.** Except as necessary to maintain stormwater management facilities, Lot 1 as set forth on the Plat(s) is specifically excluded from each and every provision of this Declaration.

10. Four Oaks Farm Properties, LLC, as the owner of Lot 1, joins in the execution of this Declaration for the purpose of granting and confirming the stormwater management easements identified in Article IV above, subject to the assessment provisions of Article V above.

WITNESS the company's hand and seal as of the day and year first above written.

WITNESS:



WOOD'S HERITAGE DEVELOPMENT, INC.

 (SEAL)
James L. Gannon, III, President



FOUR OAKS FARM PROPERTIES, LLC

 (SEAL)
James L. Gannon, III, Authorized Member

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 12th day of March, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James L. Gannon, III, President of Wood's Heritage Development, Inc., the within named Declarant, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and as such President, being authorized so to do, acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

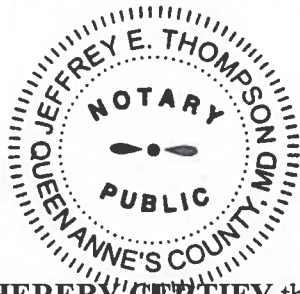


[Signature]
Notary Public
My Commission Expires: 3/10/23

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 12th day of March, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James L. Gannon, III, Member of Four Oaks Farm Properties, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and as such Member, being authorized so to do, acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.



[Signature]
Notary Public
My Commission Expires: 3/10/23

I HEREBY CERTIFY that the within instrument was prepared by or under the supervision of an attorney licensed to practice law in the State of Maryland.

[Signature]
Jeffrey E. Thompson
Attorney at Law