

THOUSAND ACRES AT DEEP CREEK LAKE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THOUSAND ACRES AT DEEP CREEK LAKE SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION, made this _____ day of _____, 2008, by Thousand Acres Developments, Inc, a Delaware Corporation registered to do business in Maryland, hereinafter referred to as “Declarant”.

RECITALS

The Declarant is the Developer of certain property situate in Garrett County, State of Maryland, more particularly described in the subdivision plat or plats of the Thousand Acres at Deep Creek Lake (TADCL) Subdivision recorded from time to time among the land records of Garrett County (hereinafter referred to as the "Property"). The Declarant intends to develop or cause to be developed on the Property a residential community consisting of residential lots and condominium units and to provide for the preservation of the values and amenities in the community and for the uniform and orderly development thereof, and for the creation and maintenance of certain common facilities as hereinafter set forth, all of which is for the benefit of the Property and the owners thereof. In addition, the Declarant desires to subject the Property and the improvements located or to be located thereon, to the covenants, conditions and restrictions set forth herein which are for the purpose of protecting the value and desirability of the Property and the improvements thereon and are for the purpose of distributing among the owners of the improvements the cost of maintaining

and operating the common areas (as hereinafter defined), and any improvements constructed thereon. The Declarant has caused a corporation known as "THOUSAND ACRES AT DEEP CREEK LAKE HOME OWNERS ASSOCIATION, INC." ("TADCL HOA" or the "Association") to be formed in order to perform certain functions on behalf of the owners of lots within the Property, including, but not limited to, the enforcement of the covenants, conditions and restrictions herein set forth, and management of the common areas to be owned by the Association, and collection and disbursement of the assessments and charges' hereinafter created. A separate non-profit corporation known as "THOUSAND ACRES LAKESIDE GOLF CLUB, INC.", ("TALGC" or the "Club") has been formed in order to own property and to operate a private membership sports and golf club near the shores of Deep Creek Lake adjacent to the TADCL Subdivision. Membership in the Club will be open to members of the public, however, every owner of a lot in the TADCL subdivision shall, by virtue of such ownership, be required to be a General Member of the Club, the obligations of such membership to continue so long as the lot, improved or unimproved is owned and the privileges of such membership to continue so long as the lot is owned and the owner abides by the rules and regulations of the club. Membership is not limited to lot owners and the golf course and certain other facilities of the Club may be open for the use of non-members in accordance with prevailing law and regulations and in accord with the policies, rules and regulations of the Club. The Declarant filed an original Declaration of Covenants, conditions and Restrictions dated October 12, 2006 and recorded among the Land Records of Garrett County, Maryland in Liber 1259 at page 191 et. seq. The Declarant has determined that it is appropriate to amend and restate this Declaration. In accordance with the provisions of Article 9, Section 3 of the original Declaration this Amended And Restated Declaration has been approved by a vote of at least 75% of the members of each class.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives successors and assigns, and the Association.

ARTICLE ONE

Definitions

As used herein, the following words and terms are defined to mean as indicated:

1.1. "Architectural Committee". The Architectural Committee shall be composed of those three or more individuals so designated from time to time by (i) Declarant during the Development Period and (ii) by the Board of Directors after the Development Period. Those individuals appointed by the Board of Directors after the Development Period may be removed from the Architectural Committee at any time by the Board of Directors at its discretion. The initial Architectural Committee shall be Bill Franklin, Joe Franklin and Drew Fessler.

1.2. "Association" shall mean and refer to the Thousand Acres at Deep Creek Lake Home Owners Association, Inc., a Maryland not for profit corporation as formed or to be formed by Declarant.

1.3. "Board of Directors" means the Board of Directors from time to time of the Association.

1.4. "Common Areas" means those lots or areas of land within the Property shown on the subdivision plats prepared by or for Declarant hereafter recorded, from time to time, among the Land Records of Garrett County, aforesaid, and is intended to be the entire Property, save and except for Lots. The Common Areas shall include all Common Open Space, roads, streets and parking areas within the Property as shown on said Plats. The Association common areas do not include the property of the Thousand Acres Lakeside Golf Club, Inc. In addition the Association may acquire additional property which may or may not be a part of the common elements and may manage and administer such property for the benefit of the lot owners.

1.5. "Declarant" means Thousand Acres Developments, Inc. (TAD) and its successors and assigns to which it shall convey or otherwise transfer its right, title and interest to all or any part of the Property and in so doing expressly designates the transferee as a Declarant hereunder.

1.6. "Declared Lots" means all Lots that have been approved by Garrett County Planning and Zoning as a Final Plat and submitted with such approved plat filed for record among the Land Records of Garrett County and approved to the Board of Directors of the Association as Declared Lots. It shall also mean a unit in a condominium once said unit has been validly declared in accordance with Maryland law. For the purpose of voting, this term may also refer to condominium units that are a part of the Thousand Acres at Deep Creek Development.

1.7. "Development Period" means the period from the date this Declaration is recorded among the Land Records of Garrett County, Maryland until the property is fully developed..

1.8. "Lot" means a lot or parcel of ground in the Property shown as such on the subdivision plats prepared by or for Declarant and recorded or hereafter recorded among the Land Records of Garrett County. It may also mean a condominium unit of a condominium which is a part of the Thousand Acres at Deep Creek Development. As used herein, "Lot" shall not include the Common Open Space, roads, streets or parking areas within the Property as shown on said Plats.

1.9. "Member" means a person or entity that holds membership in the Association as provided in this Declaration hereafter.

1.10. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any lot or condominium unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.11. "Property" shall mean that property situate in Garrett County, State of Maryland, more particularly described in the subdivision plat or plats of TADCL Subdivision recorded from time to time among the land records of Garrett County.

1.12. "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, covered or uncovered patio, swimming pool, clothesline, radio, television or other antenna, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement made to the Property 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 the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of purchase by each Owner (other than Declarant).

ARTICLE TWO

Common Area Property Rights

2.1. Grant of Lots. Upon the recordation hereof, all lots subject hereto shall be held, granted and conveyed subject to the covenants, conditions and restrictions herein set forth, which are for the benefit of, binding upon and shall run with the land, and are for the benefit of Declarant, the

Association and the Owners, their heirs, personal representatives, successors, and assigns. In the event the Development shall contain one or more condominium units, such units shall, to the extent appropriate, be subject to the covenants, conditions and restrictions contained herein in addition to the provisions of the Declaration, Bylaws, rules and regulations of the condominium.

2.2. Grant of Common Areas. Declarant covenants that it will convey or procure the conveyance of the Common Areas to the Association, except roads that are dedicated to public use, and the Association shall accept from the Common Areas, with such improvements as Declarant may construct thereon and shall hold them subject to the provisions hereof. The conveyance of the common areas shall occur when Class B Membership as described in Article Four hereof has been terminated for 12 consecutive months or sooner as Declarant determines. In addition, the Declarant may convey to the Association the property upon which the Thousand Acres Lakeside Golf Course is located.

2.3. Owner's Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot. However the Association shall have the power to suspend the voting rights of an Owner for any period during which any assessment against his lot remains unpaid. In addition, the Association may suspend the right of an owner to make use of any facility which is a part of the common elements for a period not less than ten (10) or more than sixty (60) days for any infraction of its published rules and regulations.

2.4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on a Lot.

2.5. Structures. Except as otherwise permitted by the provisions of this Declaration, no Structure shall be erected, placed or maintained on any Common Area except: (i) Structures designed exclusively for the common use of Owners; and (ii) drainage, storm and utility systems. The Common Areas may be graded, planted with trees and shrubs and other plants placed and maintained thereon for the use, comfort and enjoyment of the Owners or for the establishment, retention or preservation of the natural growth or topography of the Common Areas.

2.6. Rules. The Association shall have the right to prescribe reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be applied equally to all Owners. The Association shall have the right to suspend voting rights of an Owner in the Association for any period of not less than ten (10) days for an infraction of its published rules and regulations.

2.7. Association Management. The Association may improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas, including, by way of illustration, and not limitation, streets, roadways, sidewalks and parking areas, and all trees, shrubbery and other plants and landscaping together with any items of personal property placed or installed thereon, at the cost and expense of the Association.

2.8. Road Maintenance. The private roads providing access to the Property from Maryland Route 495 and Sky Valley Road and those private roads depicted on the plat of the Property shall be owned and maintained by the Association, in accordance with the bylaws thereof. The Thousand Acres Road, as depicted on the plat, is owned by the Thousand Acres Association, Inc, but the TADCLHOA is responsible for maintenance of that part of the road adjoining Association Property. The Little Snaggy Mountain Road, as depicted on the plat, is owned jointly by Franklin Trust and PSE Family Trust but the TADCLHOA is responsible for maintenance of that part of the road and associated storm water facility adjoining Association property.

ARTICLE THREE

Reserved Rights of Declarant and Granted to the Thousand Acres Lakeside Golf Club, Inc.

3.1. Reserved Rights of Declarant. The Association shall hold the Common Areas conveyed to it by Declarant subject to the following:

3.1.1. The reservation to Declarant of an easement over any road in the Common Areas for the purpose of ingress and egress and the installation, maintenance, relocation, extension and realignment of public and private utilities and roads.

3.1.2. To store building supplies, construction equipment and other similar property on the Common Areas during the Development Period. This reserved right shall expire one (1) year after completion of construction of all improvements by Declarant on all Lots within the section in which the Common Areas subject to such reserved easement are located.

3.2. Grading. Declarant further reserves the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a residence built or to be built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

3.3. Sales and Construction Offices. During the Development Period, Declarant may

construct, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the Common Areas or on any Lot which Declarant has not yet conveyed.

3.4. Easement for Utilities. Declarant reserves an easement on, over and under the Common Areas for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the Property and the Lots therein, including, but not limited to, the right to lay, install, construct and maintain pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or in the area or on the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations thereon which openings and excavations shall be restored in a reasonable period of time.

3.5. Amendment of Plat. No right shall be conferred upon any Owner or Member by the recording of any Plat relating to the development of said Property in accordance with such Plat. Declarant expressly reserving unto itself the right to make such amendments to any such Plat or Plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof. The rights reserved shall include the right to redefine the boundaries of unsold Lots, to annex additional land to the Property and to provide for new Lots not previously depicted on the Plat. It also includes the right to establish a condominium, as a part of the Development. If established, unit owners in such condominium shall have the rights of lot owners. Declarant may not alter the boundaries of Lots, which have been sold.

3.6. Rights Granted to Thousand Acres Lakeside Golf Club, Inc. (TALGC) Members, guests, employees and invitees of the TALGC, including members of the public using TALGC facilities shall be entitled, without charge, to travel on the roads of the TADCL Subdivision to the extent the same is reasonably required in order to gain access to the facilities of TALGC.

ARTICLE FOUR

Membership and Voting Rights

4.1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

4.2. Voting. The Association shall have two (2) classes of voting membership:

4.2.1. Class A. Class A Members shall be all Owners of Class A lots. Class A lots shall be all lots except those which have been designated as Class B. All members, 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 the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Class A Lot.

4.2.2. Class B. The Class B Member(s) shall be the Declarant and shall be entitled to ten (10) votes for each declared but unsold lot. The Class B Membership shall cease, subject to revival upon additional land being annexed to the Property pursuant to this Declaration, and be converted to Class A Membership when the total votes outstanding in Class A Membership equals the total number of votes outstanding in Class B Membership.

4.3. Reinstatement of Class B Member. In the event Class B Membership should cease in accordance with Section 4.2.2 above and the Declarant should exercise its right to annex additional lots and/or common areas to the subdivision; and if the exercise of that right of annexation would result in the number of declared but unsold lots exceeding 10% of the total number of declared lots, then, and in that event Class B Membership shall be reinstated and the Declarant shall have 10 votes for every declared but unsold lot, including previously declared lots and newly declared lots.

4.4 Additional Class of Lot The Declarant reserves the right to create an additional class or classes of membership at its discretion.

ARTICLE FIVE

Covenant for Assessments

5.1. Creation of Lien and Personal Obligations for Assessments. The Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments to be established and collected as hereinafter provided. The annual assessments, together with any applicable interest, costs and attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment fell due.

5.2. Purposes of Assessments. The assessments levied by the Association shall be used for the improvement and maintenance of Common Areas throughout the subdivision.

5.3. Annual Assessment. The initial annual assessment for calendar year 2007 shall be in amount of \$350.00 per Lot. The Board of Directors shall fix annual assessments for future years in an amount sufficient to pay such improvement and maintenance costs.

5.3.1. Date of Commencement. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 2007. The first annual assessment shall be fixed by the Board of Directors and shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Directors shall fix the amount of the annual assessment against each Lot within the first quarter of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

5.3.2. Due Dates. The due dates shall be established by the Board of Directors.

5.3.3. Certificate of Payment. 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 specified Lot have been paid.

5.3.4. Annual Assessment Increases. The annual assessment shall not be increased from the prior year by greater than 10%.

5.3.5. Annexed Property. If additional land is annexed to the Property as herein permitted, the annual assessments as to the Lots added to the Property by such annexation shall commence on the first day of the month following the conveyance of the first Lot within the annexed land to a Class A Member.

5.4. Uniform Rate of Assessment. Assessments must be fixed at a uniform rate for all Lots and may be collected on a periodic basis not more often than monthly, or less often than annually, as provided by the Board of Directors; provided, however, that Declarant nor Appalachian Investment Properties, LLC ("AIP") shall not be required to pay any assessment for any Lot owned by Declarant or AIP until construction of improvements for a home on the Lot have been completed AND the improvements have been occupied.

5.5. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum and shall be subject to a late charge of Five (\$5.00) Dollars or five (5%) percent of the assessment, whichever is greater, and the Board of Directors shall have the right to declare the entire balance of the annual assessment and accrued interest thereon to be immediately due and payable. In addition, the Owner shall be liable for all costs of collecting any

such assessment, including reasonable attorney's fee and court costs. All such interest, late charges and costs of collection shall be deemed to be an additional assessment hereunder. The Association may bring an action at law against the Owner personally obligated to pay the same and/or, without waiving any other right, may foreclose the lien against the Lot.

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

5.7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage or deed of trust now or hereafter placed against a Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, any contract purchaser of a Lot shall be entitled, on written request to the Association, to a statement in writing from the Association setting forth the amount of any unpaid assessments against the Owner of the Lot due the Association and such purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the Lot in excess of the amount set forth in such statement. The sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof, of a mortgage senior in priority to the assessment lien, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from any lien therefore.

5.8. Collection of Dues of the Thousand Acres Lakeside Golf Club. As described in Article Eleven hereof, all subdivision lot owners are by virtue of their lot ownership obliged to apply for and become at least General Members of the Thousand Acres Lakeside Golf Club ("TALGC"). All lot owners, by virtue of their ownership of a lot, authorize the Association, if requested by the TALGC, to collect TALGC dues, in the same manner and under the same authority as though they were special assessments imposed upon a lot by the Association.

ARTICLE SIX

Maintenance by Owner

The Owner of each Lot shall keep his Lot, and all improvements thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns and yards, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Committee any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to the Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon and the cost thereof shall be a binding, personal obligation of such Owner, and as an additional assessment, upon the Lot in question.

ARTICLE SEVEN

Architectural Review

7.1. Requirement for Review. No Structure, as defined in Section 1.12 hereof, shall be commenced, erected or maintained on any Lot nor shall the exterior appearance of any Structure on any Lot be changed or altered, nor shall the natural state of any area of any Lot be disturbed or altered after completion of construction of the improvements thereon, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any such Structure, until the plans and specifications showing the nature, kind, shape, dimensions, materials, floor plans, color scheme, location, exterior plans and details, paving plans and location, landscaping details, proposed topographical changes, the Owner's proposed construction schedule, and together with a designation of the party or parties to perform the work have been submitted to and approved in writing by the Architectural Committee. All information submitted to the Architectural Committee shall be maintained as confidential.

7.2. Committee Criteria. The Architectural Committee shall consider such plans and specifications for approval upon the basis of among other things, the harmony of external design and location in relation to surrounding Structures and topography, the nature and durability of the materials, quality of workmanship, choice of colors and materials, grade elevations and/or drainage, the ability of the party or parties designated by the Owner to complete the work proposed in accordance with the plans and specifications submitted, including, without limiting the foregoing,

such factors as background, experience, skill, quality of workmanship, financial ability, etc. In reviewing the plans, the Architectural Committee may also consider factors of public health and safety, the effect the proposed work will have on the use, enjoyment and value of surrounding properties, and/or the outlook or view of other neighboring properties and the suitability of the proposed improvements or alterations with the general aesthetic values of the surrounding area.

7.3. Examination Fee. The Architectural Committee may charge and collect a reasonable fee for the examination of the plans and specifications submitted for approval. Such payment shall be made at the time such plans and specifications are submitted, provided that such charge shall not exceed the amount chargeable by the appropriate governmental authority for the application for and processing of building permits for Structures on the Lot with regard to which such plans and specifications are submitted. Such fee shall be retained by the Association or paid to an independent third party who is engaged to review the plans. The members of the Architectural Committee shall serve without compensation unless specifically approved by the Members.

7.4. Timely Review. If the Architectural Committee fails to approve or disapprove such design and location in writing within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

7.5. Approval of Plans. The applicant shall submit for approval two sets of plans and specifications. Upon approval by the Architectural Committee, one copy of such plans and specifications shall be retained by the Committee, and the other bearing the approval of the Committee in writing documented by the authorized signature of a committee member on the submitted plans or a similarly executed letter of approval shall be returned to the applicant.

7.6. Disapproval of Plans. In any case where the Architectural Committee shall disapprove the plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement in writing of the grounds upon which such action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. However, the final decision of the Architectural Committee is binding.

7.7. Non-Approved Structures. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, in violation of the provisions hereof, such Structure or new use shall be removed or discontinued, and such use shall be terminated so as to extinguish such violation. If within fifteen (15) days after notice from the Board of Directors

of such violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association, through its agents and employees, shall have the right to enter upon the Lot and to take such steps as it deems necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of the Owner of the Lot, and an additional assessment upon the Lot

7.8. Completion of Construction. Upon completion of construction of any Structure in accordance with the provisions hereof, the Architectural Committee, upon request of the applicant, shall issue a Certificate of Compliance in form suitable for recordation among the Land Records of Garrett County, identifying such Structure and the Lot on which it is placed, and stating that the structure complies with to the terms hereof. Prior to issue of Compliance, Applicant must provide to the Architectural Committee a valid use and occupancy permit approved by the appropriate Garrett County agency. Preparation and recording of such Certificate shall be at the expense of the applicant. Any Certificate of Completion issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith, and for value, or as to any title insurer, such Certificate shall be inclusive evidence that all Structures on the Lot noted in such certificate comply with the provisions hereof.

7.9. Declarant Exemption. The provisions of this Article Seven shall not apply to any Structures commenced, erected or maintained by Declarant on any Lot, or within the Property.

7.10. Architectural Committee Rules. The Architectural Committee may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. The Architectural Committee may establish criteria upon which to approve or disapprove builders, contractors and other parties performing work subject to Architectural Committee approval, and may require that all such work be performed only by approved parties. The Architectural Committee may designate upon each Lot a specified area in which all structural improvements must be located.

7.11. Conditional Approvals. In granting any permit, authorization, or approval, as herein provided, the Architectural Committee may impose any appropriate conditions or limitations thereon as they shall deem advisable under the circumstances of each case.

ARTICLE EIGHT

Restrictions on Lots

8.1. Uses. All Lots shall be used for residential purposes only, except that Declarant may

use any Lot as a model home and for sales, management and/or construction offices during the Development Period. No structure of a temporary character whether a basement, tent, shack, trailer, camper, or other out-building will be placed on any Lot at any time as a permanent or temporary residence. Short-term or vacation rentals as well as home offices within the primary residence or accessory structure(s) are permitted uses on a Lot, subject to compliance with applicable governmental regulations. No home may be leased more than two (2) times per calendar month and no more than 16 times per year as further defined below.

8.1.1. Leasing of Homes. In order to foster a stable residential community, the leasing of homes by Owners shall be restricted as provided in this Section. The ability of an Owner to lease his Home to others is a privilege, not a right. The privilege to lease a home may be revoked by the Board of Directors if provisions of this section are not followed by the Owner. All leases of Homes must be in writing. An Owner may lease only his entire home, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

8.1.1.1. Leasing Procedures.

A. Notice by Owner. An Owner intending to lease his Home shall give to the Board of Directors or its designee written notice of such intention at least five (5) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a precondition to approval. The Board may designate an agent to act on its behalf in screening leases and/or lessees.

B. Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have fourteen (14) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

C. Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- (1) Owner is delinquent in the payment of Assessments at the time the application is considered;
- (2) Owner has a history of leasing his Home without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy

of his Home;

(3) The real estate company or rental agent handling the leasing transaction on behalf of the Home Owner has a history of screening lessee applicants inadequately, or entering into leases without prior Association approval;

(4) The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association;

(5) The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(6) The prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

(7) The prospective lessee evidences a strong possibility of financial irresponsibility;

(8) The prospective lessee, during previous occupancy in the TADCL Subdivision or elsewhere, has evidenced an attitude of disregard for the Association rules;

(9) The prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit are not paid; or

(10) The Owner fails to give proper notice of his intention to lease his Home to the Board of Directors.

D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board, at its election, may approve or disapprove the lease. Any lease entered into without approval, at the option of the Board, may be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the Home Owner.

E. Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Association Assessments may not be delegated to the lessee.

F. Committee or Manager Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to the Association manager or to an ad hoc committee, which shall consist of at least three (3) members.

8.1.1.2. Exceptions for Mortgagees. The provisions of Section 8.1.1.1 shall not apply to leases entered into by institutional mortgagees who acquire title through the mortgage whether by foreclosure or by a deed in lieu of foreclosure.

8.1.1.3. Term of Lease and Frequency of Leasing. No Home may be leased for more than two (2) times per calendar month. The first day of the lease term shall determine the month in which the lease occurs. No subleasing or assignment of lease rights by the lessee is allowed without Board approval.

8.1.1.4. Regulation by Association. All of the provisions of the Covenants and Restriction Documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Home as a lessee or Guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Covenants and Restriction Documents designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such agreement.

8.1.1.5. Fees and Deposits Related to the Lease of Homes. Whenever herein the Board's approval is required to allow the lease of a Home, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (initially \$100.00 per applicant with husband and wife or parent and child considered one applicant). No fee may be charged for approval of a renewal or extension of a lease with the same lessee.

8.2. Subdivision. No Lot shall be subdivided. Two or more lots may not be combined for the purpose of increasing the square footage requirements for single family residence.

8.3. Structures. No Structure as defined in Article 1.12 may be erected or maintained on any Lot in violation of Article Seven above. Plans and description of the structure must first be approved in writing by the Architectural Committee. Construction must be in full compliance with the Building Code and/or construction requirements applicable in Garrett County. Failure to obtain advance approval shall be a breach of covenant and any unapproved structure shall be subject to removal at the owner's expense. There shall be no Structures, with the exception of decks, located within the primary resident yard setbacks (this means no structures in front, rear or side yard setbacks as defined in the Deep Creek Watershed Zoning Ordinance). Any Special Exception or Variances of the Deep Creek Watershed Zoning Ordinance with regard to setback lines are subject to prior review and approval of the Architectural Committee.

8.4. Construction. No more than one foot of concrete or parged block is to be exposed

above grade. All sites must be protected with super silt fences during construction. At no point before, during or after construction shall channelized water flow be directed at the golf course. Failure to comply will subject the owner to the provisions of Article Six hereof.

8.5. Completion of Construction. The exterior construction of any structure must be completed within twelve (12) months from the commencement of construction thereof except with the approval of the Architectural Committee. Upon completion of construction the Architectural Committee, upon request of the applicant, shall issue a Certificate of Compliance identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed in compliance with applicable provisions hereof.

8.6. Setback Lines. Setback zones are hereby established and must be maintained, as follows: on all lots the setback shall be forty (40) feet from any street and the Golf Course, and fifteen (15) feet from each neighboring property line unless otherwise identified on plat or plats of property.

8.7. Signs. No signs, billboards, or advertising structures of any kind shall be placed or erected on any Lot, including for rent or for sale signs. Signs not exceeding one and one half square feet in size with the Owner's name or a house name may be permitted, subject to review and approval by the Architectural Committee. Signs erected by the Declarant shall not be subject to the provisions set forth herein.

8.8. Motor Vehicles. All boats, trailers, recreational vehicles, campers, non-passenger vehicles and the like may be parked only in an enclosed garage or storage area. No unlicensed automobiles, junked vehicles, or trucks rated more than 3/4 ton, may be parked or stored within the subdivision unless parked or stored in an enclosed garage. With the exception of battery powered golf carts operating on marked trails, no vehicles of any type, to include off road vehicles, may be operated off the maintained road network anywhere within the Property of the TALGC development.

8.9. Animals. No animals may be kept, maintained or bred on any Lot, except that no more than a total of three (3) dogs, cats or similar domestic household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. Upon request of any Owner, the Architectural Committee shall determine, in its sole discretion, whether a particular animal shall be considered a "similar domestic household pet" or whether it constitutes a "nuisance".

8.10. Noises and Nuisances. No nuisance shall be maintained, allowed or permitted on any part of the Property and no use thereof shall be made or permitted which may be noxious or

detrimental to health or which may become an annoyance or nuisance to the neighborhood. Between the hours of 11:00 P.M. and 8:00 A.M. no Owner or occupant of a Lot shall make any loud or unusual noises. Musical instruments, radios, televisions and record players, phonographs and the like shall be used at all times only in such manner so as to not unreasonably disturb persons elsewhere on the Property. Noises usually associated with construction activity shall not be subject to provisions in this paragraph.

8.11. Trash. No lumber, metals, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any lot (other than in an approved Structure); no lot shall be used or maintained as a dumping ground for any material; trash, garbage or other waste shall not be kept on any Lot except in sanitary container. All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition; during construction of any approved Structure on a Lot, the Owner shall keep the construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner. Trash or other refuse that is to be disposed of by being picked up and carried away on a regular and recurring basis, may be placed in the open in an approved container on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property; the Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of container permitted and the manner of storage of the same on a Lot.

8.12. Enforcement. The Declarant and any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant 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.

8.13. Structures. No Structure may be erected or maintained on any Lot in violation of Article Seven above.

8.14. Rules. In order to assure the peaceful and orderly use and enjoyment of the property, the Board of the Association may from time to time adopt, modify and revoke in whole or in part, such reasonable rules and regulations, to apply equally to all similarly situated Lots and Members, governing the conduct of persons on or use of a Lot and the Common Areas, as the Association may deem necessary. All such rules shall be binding upon all Members of the Association, occupants

and visitors to the Property. The Association may impose a fine, suspend voting or infringe upon any other rights of an Owner or other occupant for violation of the rules upon compliance with applicable law, if any and this Declaration.

8.15. Cutting Trees. It is intended that the community retain its wooded aesthetic character; accordingly, no cutting of trees on any Lot is permitted, except those trees which must be removed to allow construction of a residence or a driveway or the installation of utilities on a Lot. In order to remove any other trees from a Lot, permission must be secured from the Architectural Committee for trees larger than 4 inches in diameter (measured 4 feet from grade). The Architectural Committee shall exercise good judgment, understanding that lot and home values are predicated upon the quality and quantity of the view from said Lot. For any trees that are removed without permission of the Architectural Committee, a penalty of up to \$1,000 per tree may be imposed by the Architectural Committee along with the requirement to replant trees of a specified species, size and 10-year life guarantee. For any violations of these provisions, the Architectural Committee has the authority to issue a cease-and-desist order for the continuance of construction of the Lot until an agreed-upon remedy has been approved by the Architectural Committee. Trees and topography shall remain uncut and undisturbed within setback lines. Excavation or removal of sand or earth, cutting or trimming of trees, or erection of fence within setback lines shall be allowed only with prior written consent of the Architectural Committee. Fences must not extend beyond the setback from the road(s) for the dwelling.

8.16. Golf Course Lots. As to lots bordering on Thousand Acres Golf course, the Declarant reserves for itself and for the benefit of Thousand Acres Lakeside Golf Club, Inc. and its members, a license to permit the activity necessary and proper to the playing of golf adjacent to the said lots, including but not limited to the inadvertent flight of golf balls over and upon such lots, the use of equipment upon such golf courses, the usual and common noise levels created by playing the game of golf, and with all normal and usual activities associated with the operation of a golf club.

8.17. Open Burning. No open burning is permitted anywhere on the Property, except that outdoor fireplaces and fire rings shall be allowed with Architectural Committee approval. Outdoor fireplaces, grills, and all chimneys must be provided with fire screens of sufficient design to prevent scattering of sparks or burning embers.

8.18. Firearms. Discharging of firearms anywhere on the Property for any reason is prohibited unless done as part of a managed hunt. Any managed hunt shall be scheduled and shall have participant registration with defined hunt boundaries marked in non-residential areas.

ARTICLE NINE
General Provisions

9.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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.

9.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

9.3. Amendment.

9.3.1. The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended by an instrument signed by no less than seventy-five (75%) percent of each class of Members who are entitled to vote at a meeting of Members. Any amendment must be recorded.

9.3.2. No amendment may alter or affect any rights granted hereunder to Declarant without the prior written consent of Declarant. No amendment affecting assessments, any property right, the right of any Owner to have, use or enjoy any easement or to use the Common Area, or the vested right of any party secured by a mortgage or deed of trust shall be valid or of any effect unless such amendment has been approved in writing by such party having such right or interest.

9.4. Notices. All notices required or provided for in this Declaration shall be in writing and hand delivered or, sent by United States mail. If hand delivered, the notices shall be sent to the addresses shown below and shall be deemed to have been given on the date hand delivered to the party receiving the same. If United States mails are used, the notices shall be sent to the addresses shown below, certified or registered mail, return receipt requested, postage prepaid, and shall be deemed to have been given on the date deposited in the United States mails. Notice shall be addressed as follows:

To Declarant:

To the Resident Agent of the Declarant
at his address as shown by the records
of the State Department of Assessments
and Taxation of the State of Maryland.

To the Association:

To the Resident Agent of the Association

at his address as shown by the records of the State Department of Assessments and Taxation of the State of Maryland.

To Owner/Members as follows: To the last known address of Owner/Member as shown on the records of the Association at the time of such mailing.

9.5. Right of Entry. Violation or breach of any provision herein contained shall give Declarant or the Association, their respective agents, legal representatives, heirs, successors and assigns, in addition to all other remedies, the right (but not the obligation), after five (5) days notice to the Owner of the Lot, to enter upon the Lot or the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any Structure or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement of removal, except that if any agent of Declarant or the Association shall be responsible for actually committing a trespass by behavior going beyond the intent of the authority conferred by this Section, in such event neither Declarant nor the Association shall be responsible for the unauthorized acts of such agent(s). Nothing herein contained shall be deemed to limit the rights of the Owners of the Lots when entitled to do so, to enforce the covenants by appropriate judicial proceedings

9.6. No Rite of Reverter or Condition Subsequent. No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

9.7. Remedies. Damages may not be deemed adequate compensation for any breach of violation for any provision hereof, so that any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

9.8. Headings. The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Declaration.

ARTICLE TEN
Annexation

10.1. Additional Property. Additional residential Lots and Common Areas may be annexed to the Property in accordance with the provisions of this Article.

10.2. Annexation by Declarant. Additional land may be annexed to the Property by Declarant and made into residential Lots and Common Areas of the Property without the consent of Class A Members at any time.

10.3. Recording. Any annexation made to the Property pursuant to this Article Ten shall be done and become effective upon recording of an amendment to this Declaration by Declarant among the Land Records of Garrett County specifying the additional land to be annexed to the property.

ARTICLE ELEVEN

Relationship with Thousand Acres Lakeside Golf Club, Inc.

Thousand Acres Lakeside Golf Club, Inc. (TALGC) has been formed to manage and operate a lakeside golf and recreational facility adjacent to the TADCL Subdivision. The Club is a separate organization from the Association or the Declarant. All owners of improved or unimproved lots in the Subdivision are, by virtue of that ownership, General Members of the Club and are responsible for the payment of dues to the Club. Club Membership is mandatory for lot owners. Members, guests, employees, agents and invitees of the Club have the right to travel on Association roads to access the Club facilities in accordance with the requirements of laws and regulations and with the rules and regulations of the Club. TALGC maintains its own Rules and Regulations. Each TADCLHOA member should be familiar with the TALGC rules and regulations.

ARTICLE TWELVE

Lake Access

Ownership of a Lot does not confer or provide as an appurtenance thereto any access to the lands of the State of Maryland or to Deep Creek Lake, through or over other property owned by Declarant or TALGC. The Declarant reserves the right in the future to provide lake access to owners of specified lots in accordance with the Deep Creek Watershed Zoning Ordinance and the Rules and Regulations of the Department of Natural Resources.

WITNESS the name of Thousand Acres Developments, Inc the day and year first above written.

THOUSAND ACRES DEVELOPMENTS, INC.

BY: _____

W.A. Franklin, President

STATE OF MARYLAND, GARRETT COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared W.A. Franklin, who acknowledged himself to be the President of Thousand Acres Developments, Inc. and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained

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

My Commission Expires:

Notary Public

WITNESS the name of Thousand Acres Developments, Inc the day and year first above written.

THOUSAND ACRES DEVELOPMENTS, INC.

BY: _____

W.A. Franklin, President

STATE OF MARYLAND, GARRETT COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared W.A. Franklin, who acknowledged himself to be the President of Thousand Acres Developments, Inc. and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained

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

My Commission Expires:

Notary Public

Appalaichan Investment Properties, LLC, the holder of legal title to the property described herein joins in the execution hereof and hereby subjects the within property to the above Declaration of Covenants, Conditions and Restrictions.

APPALAICHAN INVESTMENT PROPERTIES, LLC.

BY: _____

Jonathan R. Chireix, Managing Member

STATE OF MARYLAND, GARRETT COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jonathan R. Chireix, who acknowledged himself to be the Managing Member of Appalaichan Investment Properties, LLC and that he as such member, being authorized to do so, executed the foregoing instrument for the purposes therein contained

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

My Commission Expires:

Notary Public

APPALAICHAN INVESTMENT PROPERTIES, LLC.

BY: _____

Robert J. Maddox, Managing Member

STATE OF MARYLAND, GARRETT COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert J. Maddox, who acknowledged himself to be the Managing Member of Appalaichan Investment Properties, LLC and that he as such member, being authorized to do so, executed the foregoing

instrument for the purposes therein contained

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

My Commission Expires:

Notary Public

I hereby certify that the foregoing Declaration of Covenants, Conditions and Restrictions was prepared by or under the supervision of an attorney admitted to the practice of law in the State of Maryland.

THOMAS R. JANES