



WATERFRONT GREENS PROPERTY OWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Declaration Amendment
Filed: 6.8.2004
Annexes Glendale Heights Lot 1

Declaration Amendment
Filed: 10.27.2003
Annexes Misty Meadows and The Vistas

Declaration of Covenants, Conditions and Restrictions
Filed: 4.17.2001

AMENDMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WATERFRONT GREENS SUBDIVISION

IMP. FD SURCHG	28.00
RECORDING FEE	28.00
TOTAL	48.00
Rec'd 6401	Rec'd # 10343
DKM 0583	Blk # 625
Jun 28, 2004	11:19

THIS AMENDMENT TO DECLARATION, made this ^{4th} day of *JUNE*, 2003 by UMBEL-GOODFELLOW, LLC, a Maryland Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the developer of a residential subdivision situate in Garrett County, State of Maryland, known as Waterfront Greens Subdivision, pursuant to the Declaration of Covenants, Conditions and Restrictions for Waterfront Greens Subdivision dated the 16th day of April, 2001 and recorded among the L and R records of Garrett County in Liber 835 page 693 (hereinafter the "Declaration"); and

WHEREAS, the Declaration provides that additional land may be annexed to the subdivision by Declarant and made residential lots and common areas; and

WHEREAS, the Declaration provides that any annexation shall be done and become effective upon recording of an amendment to the Declaration among the Land Records of Garrett County specifying the additional land to be annexed to the subdivision.

NOW THEREFORE, Declarant hereby declares that the land hereinafter described is annexed to the Waterfront Greens Subdivision and shall be held, sold and conveyed subject to the provisions of the Declaration.

1. The land known and designated as Lot No. 1, Glendale Heights Subdivision, as shown on a plat filed among the Plat Records of Garrett County, Maryland, in Plat Book 3, Page 116, is hereby annexed to the Waterfront Greens Subdivision.

2. The land hereby annexed shall be a "Class Two" Lot, as defined by the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunder set its hand and seal the day and year first above written.

UMBEL-GOODFELLOW, LLC

BY: *[Signature]*
Member

STATE OF MARYLAND, COUNTY OF GARRETT, to wit:

I HEREBY CERTIFY that on this 4th day of June, 2003, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Mike Goodfellow, Member of Umbel-Goodfellow, LLC, and that as such Member, being authorized to do so, executed the foregoing Amendment for the purposes therein contained.

WITNESS, my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC



My Comm. Exp.: 6/1/05

I hereby certify that the foregoing document was prepared by or under the supervision of an attorney admitted to the practice of law in the State of Maryland.

[Signature]
THOMAS R. JAMES

IMP FD SURCHG	20.00
RECORDING FEE	20.00
TOTAL	40.00
Rec'd CASH	Rec'd \$ 3485
DKM 8983	Blk # 2006
Oct 27, 2003	01:06 PM

AMENDMENTDECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WATERFRONT GREENS SUBDIVISION

THIS AMENDMENT TO DECLARATION, made this ^{22ND} day of OCTOBER, 2003 by UMBEL-GOODFELLOW, LLC, a Maryland Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the developer of a residential subdivision situate in Garrett County, State of Maryland, known as Waterfront Greens Subdivision, pursuant to the Declaration of Covenants, Conditions and Restrictions for Waterfront Greens Subdivision dated the 16th day of April, 2001 and recorded among the Land Records of Garrett County in Liber 835 page 693 (hereinafter the "Declaration"); and

WHEREAS, the Declaration provides that additional land may be annexed to the subdivision by Declarant and made residential lots and common areas; and

WHEREAS, the Declaration provides that any annexation shall be done and become effective upon recording of an amendment to the Declaration among the Land Records of Garrett County specifying the additional land to be annexed to the subdivision.

NOW THEREFORE, Declarant hereby declares that the land hereinafter described is annexed to the Waterfront Greens Subdivision and shall be held, sold and conveyed subject to the provisions of the Declaration.

1. The land shown and described on a plat titled "Preliminary, Final and Record Plat of Misty Meadows at Waterfront Greens," dated August, 2003, filed among the Plat Records of Garrett County in Plat Case DKM 3, file 129, consisting of Lots 1-A through 1-F, Lots 1-H through 1-J, and Common Areas consisting of "Common Area B" and roadways, is hereby annexed to the Waterfront Greens Subdivision.

2. The land shown and described on a plat titled "Preliminary, Final and Record Plat of The Vistas of Waterfront Greens," dated August, 2003, filed among the Plat Records of Garrett County in Plat Case DKM 3, file 128, consisting of Lots Lot 1 through Lot 5 and Common Area consisting of a roadway known as "Vistas Court, is hereby annexed to the Waterfront Greens Subdivision.

3. The Lots included within the land hereby annexed shall be "Class Two" Lots as defined by the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunder set its hand and seal the day and year first above written.

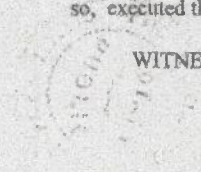
UMBEL-GOODFELLOW, LLC

BY: *Hugh D. Umbel*
Hugh D. Umbel, Member

STATE OF MARYLAND, COUNTY OF GARRETT, to wit:

I HEREBY CERTIFY that on this 22nd day of October, 2003, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Hugh D. Umbel**, Member of Umbel-Goodfellow, LLC, and that as such Member, being authorized to do so, executed the foregoing Amendment for the purposes therein contained.

WITNESS, my hand and Notarial Seal.



Patricia A. Goodfellow
NOTARY PUBLIC

My Comm. Exp.: 5/1/2007

I hereby certify that the foregoing document was prepared by or under the supervision of an attorney admitted to the practice of law in the State of Maryland.

Thomas R. Janes
THOMAS R. JANES

IMP FD SURF \$	5.00
RECORDING FEE	75.00
TOTAL	80.00
Reg# 0801	Ref# 70100
DM# 2553	DM# 1435
Apr 17, 2001	00:44 PM

WATERFRONT GREENS SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TABLE OF CONTENTS

ARTICLE ONE - Definitions

ARTICLE TWO -Common Area Property Rights

- Section 2.1 Grant of Lots
- Section 2.2 Grant of Common Areas
- Section 2.3 Protected Open Space
- Section 2.4 Owner's Easements of Enjoyment
- Section 2.5 Delegation of Use
- Section 2.6 Structures
- Section 2.7 Rules
- Section 2.8 Association Management

ARTICLE THREE - Reserved Rights of Declarant

- Section 3.1 Reserved Rights of Declarant
- Section 3.2 Grading
- Section 3.3 Amendment of Plat(s)
- Section 3.4 Sales and Construction Offices
- Section 3.5 Easement for Utilities

ARTICLE FOUR - Membership and Voting Rights

- Section 4.1 Membership
- Section 4.2 Voting
 - Section 4.2.1 Class A
 - Section 4.2.2 Class B

ARTICLE FIVE - Covenant for Maintenance

- Section 5.1 Creation of Lien and Personal Obligations for Assessments
- Section 5.2 Purposes of Assessments
- Section 5.3 Reserve Fund

Exd. and Del. to
Biswert, James & Sweitzer
04/18/01

Section	5.4	Annual Assessment
Section	5.5	Special Assessments
Section	5.6	Notice and Quorum for Any Action Authorized Under Paragraphs 5.4 and 5.5
Section	5.7	Uniform Rate of Assessment
Section	5.8	Additional Assessments
Section	5.9	Surplus Receipts
Section	5.10	Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment of Assessments
Section	5.11	Effect of Nonpayment of Assessments; Remedies of the Association
Section	5.12	Maryland Contract Lien Act
Section	5.13	Subordination of Lien to Mortgages
Section	5.14	Exempt Property

ARTICLE SIX - Maintenance by Owner

ARTICLE SEVEN - Architectural Review

Section	7.1	Building Restrictions
Section	7.2	Committee Criteria
Section	7.3	Disapproval of Plans
Section	7.4	Approval of Plans
Section	7.5	Non-Approved Structures
Section	7.6	Completion of Construction
Section	7.7	Examination Fee
Section	7.8	Declarant Exemption
Section	7.9	Architectural Committee Rules
Section	7.10	Conditional Approvals

ARTICLE EIGHT - Restrictions on Lots

Section	8.1	Uses
Section	8.2	Subdivision
Section	8.3	Signs
Section	8.4	Motor Vehicles
Section	8.5	Animals
Section	8.6	Noises and Nuisances
Section	8.7	Trash
Section	8.8	Antennas and dishes
Section	8.9	Structures
Section	8.10	Rules

Section 8.11 Cutting of Trees
Section 8.12 Fences
Section 8.13 Enforcement

ARTICLE NINE - Annexation

Section 9.1 Additional Property
Section 9.2 Annexation by Declarant.
Section 9.3 Recording

ARTICLE TEN - General Provisions

Section 10.1 Enforcement
Section 10.2 Severability
Section 10.3 Amendment
Section 10.4 Notices
Section 10.5 Right of Entry
Section 10.6 No Reverter or Condition Subsequent
Section 10.7 Remedies
Section 10.8 Headings

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WATERFRONT GREENS SUBDIVISION

THIS DECLARATION, made this ^{16th} day of APRIL, 2001 by UMBEL-GOODFELLOW, LLC, a Maryland Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property situate in Garrett County, State of Maryland, more particularly described in the plats of Waterfront Greens Subdivision recorded from time to time among the land records of Garrett County (hereinafter referred to as the "Property"); and

WHEREAS, Declarant intends to develop or cause to be developed on the Property a residential community 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; and

WHEREAS, 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; and

WHEREAS, Declarant has caused or will cause a non-profit membership corporation known or to be known as "WATERFRONT GREENS PROPERTY OWNERS ASSOCIATION, INC." (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.

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

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

1.2 "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 Hugh Umbel, Michael Goodfellow, and Lisa Goodfellow.

1.3 "Association" shall mean and refer to Waterfront Greens Property Owners Association, Inc., a Maryland not for profit corporation, as formed or to be formed by Declarant.

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

1.5 "Common Areas" means those lots or areas of land within the Property shown on the subdivision plats prepared by or for Developer hereafter recorded 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 areas, Protected Open Space(s), roads, streets and parking areas within the Property as shown on said Plats, unless the same are dedicated to the County or State for public use. Declarant shall have the right but not the obligation to dedicate the roads within the Property to the County or State for public use.

1.6 "Declarant" means Umbel-Goodfellow, LLC, 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.

1.7 "Development Period" means the period until ninety percent (90%) of the Lots have been conveyed by Declarant. With respect to any land annexed to the Property by Declarant as herein permitted, the "Development Period" means the period until ninety percent (90%) of the Lots in the annexed land have been conveyed by Declarant.

1.8 "Lot" means a lot or parcel of ground in the Property shown as such on the subdivision plats prepared by or for Developer and recorded or hereafter recorded among the Land Records of Garrett County. Lots shall be designated as "Class One" or "Class Two" Lots, which are defined as follows: Class One Lots shall have as an appurtenance thereto an assigned slip in the common boat docking facility maintained by the Association in Deep Creek Lake, and Class Two Lots shall not have a slip in the common boat docking facility. Declarant shall designate a Lot as Class One or Class Two at the time of conveyance of the Lot to the initial purchaser.

1.9 "Member" means a person or entity who 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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.11 "Property" shall mean that certain property described in the subdivision plats and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration as herein provided.

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. Declarant shall hereafter hold, grant and convey the Lots, 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

2.2 Grant of Common Areas. Declarant covenants that it will convey the Common Areas to the Association, except roads that are dedicated to public use, and the Association shall accept from Developer the Common Areas, with such improvements as Developer may construct thereon and shall hold them subject to the provisions hereof.

2.3 Protected Open Space. All areas designated as Protected Open Space on the plat or plats of the Property shall be owned, preserved and maintained as provided in the development plan approved by the Garrett County Planning Commission. Any subsequent revision in the method(s) of ownership, maintenance or use of Protected Open Space that is inconsistent with the approved development plan shall be subject to re-approval by the Planning Commission in accordance with the

provisions of the Garrett County Subdivision Ordinance. The Declarant, including any successor thereto, and the Association following conveyance to it of the Protected Open Space, shall be responsible for ensuring continuing compliance with the approved development plan. The provisions herein set forth regarding ownership, maintenance and use of Protected Open Space supersede any provisions of this Declaration to the contrary and may not be amended by the Declarant or the Association without the prior approval of the Planning Commission.

2.4 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, subject to the following provisions:

2.4.1. The common boat docking facility located in Deep Creek Lake is a limited common element which may be utilized only by the owners of Class One Lots. The owners of all lots shall have access to the Common Access Easement.

2.4.2 Memberships to the golf and tennis facilities located on the Common Areas may be provided to the general public subject to rules and regulations adopted by the Association.

2.4.3 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

2.4.4 The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 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.

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.

ARTICLE THREE

Reserved Rights of Declarant

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 and maintenance of public and private utilities.

3.1.2 The reservation to Declarant of the right to store building supplies, construction equipment and other similar property on the Common Areas during the Development Period. This 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.

3.1.3 The reservation to the members of Declarant, Michael P. Goodfellow, Melissa S. Goodfellow and Hugh Umbel, for the lifetime of each of them, of the right to use the amenities situate on the Common Areas without payment of dues or fees.

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 Amendment of Plat(s). No right shall be conferred upon any Owner or Member by the recording of any Plat relating to the development of the Property to require the development of the 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 right so reserved shall include the right to redefine the Common Areas, 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. Declarant may not alter the boundaries of Lots which have been sold.

3.4 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.

3.5 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.

ARTICLE FOUR

Membership and Voting Rights

4.1 Membership. Every Owner of a Lot which is subject to assessment shall be a member

of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment

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

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

4.2.2 Class Two. The Class Two Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned.

ARTICLE FIVE

Covenant for Maintenance

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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, (ii) special assessments for capital improvements, and (iii) additional assessments, all such assessments to be established and collected as hereinafter provided. The annual, special and additional assessments, together with interest, costs and reasonable 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 reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

5.2 Purposes of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Lots within the Property and for the improvement and maintenance of the Common Areas and as is otherwise

consistent with the rights and responsibilities of the Association hereunder and for the benefit of the Members.

5.3 Reserve Fund. The annual assessments shall include an amount adequate to establish a reserve fund for replacement of capital improvements in the Common Areas. A proportionate amount of each assessment payment received by the Association applicable to the reserve fund shall be received and held by the Association in trust, and shall be held separate and apart from other Association funds. Such trust funds shall be retained by the Association and used only for capital improvements and/or replacement of Common Areas facilities of the Association upon the approval of a majority of Owners.

5.4 Annual Assessment. The Board of Directors may fix the amount of the annual assessment. The annual assessment may be increased above ten percent of the annual assessment for the previous fiscal year only by an affirmative vote of two-thirds of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

5.5 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, and/or to meet any other emergency or unforeseen expenses of the Association provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

5.6 Notice and Quorum for Any Action Authorized Under Paragraphs 5.4 and 5.5. Written notice of any meeting called for the purpose of taking an action authorized under Paragraphs 5.4 or 5.5 shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required

quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting

5.7 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, or other periodic basis not more often than monthly, or less often than annually, as provided by the Board of Directors; provided, however, that Declarant shall not be required to pay any assessment for any Lot owned by it until construction of improvements for a home on the Lot have been completed and the improvements have been occupied; and further provided that Owners of Class Two Lots shall not be assessed for the cost of purchase, maintenance, repair or replacement of the common docking facilities, or any cost or expense in conjunction with said facilities.

5.8 Additional assessments. Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.

5.9 Surplus Receipts. Any surplus of receipts over expenses of the Association for any fiscal year shall be either applied to reduce the assessments necessary to meet the budget adopted by the Association for the next fiscal year or paid into the reserve fund of the Association, as determined by resolution of the Board of Directors.

5.10 Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment of Assessments.

5.10.1 The annual assessments provided for herein shall commence as to all Lots on the first day of July, 2001. 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 at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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

5.10.2 If additional land is annexed to the Property 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 One Member.

5.11 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. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot

5.12 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.

5.13 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 therefor.

5.14 Exempt Property. All property dedicated to and accepted by a public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessment

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, keeping all sidewalks neat, clean and in good repair, and free of ice and snow, 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 Building Restrictions. No Structure 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, together with the estimated cost of said work and 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. In the event 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.

7.2 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 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.

7.4 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 shall be returned to the applicant.

7.5 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

7.6 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 aforesaid, identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. 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.

7.7 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, and not by the Architectural Committee. The members of the Architectural Committee shall serve without compensation unless specifically approved by the Members.

7.8 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.

7.9 Architectural Committee Rules. The Architectural Committee to the extent of its functions hereunder and rights specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration.

7.10 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 single family 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, and except that Lots designated by Declarant may be used for bed and breakfast establishments containing no more than six (6) rooms available for rental provided that such Lots fully comply with the provisions of the Deep Creek Lake Zoning Ordinance. 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.

8.2. Subdivision. No Lot shall be subdivided

8.3. Signs. No signs of any kind shall be placed or erected on any Lot except with prior written and approval of the Architectural Committee. Signs erected by the Declarant shall not be subject to the provisions set forth herein.

8.4. Motor Vehicles. All boats, trailers, recreational vehicles, campers, non-passenger vehicles and the like may be parked only in designated parking areas or in private driveways. 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.

8.5. Animals. No animals may be kept, maintained or bred on any Lot, except that no more than a total of two (2) 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".

8.6. 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.

8.7. 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.

8.8. Antennas and dishes. Exterior antennas and satellite dishes shall not be permitted on any Lot, except that DSS dishes, 18 inches in diameter or smaller, may be permitted with Architectural Committee approval.

8.9. Structures. No Structure may be erected or maintained on any Lot in violation of Article Seven above, requiring approval of the Architectural Committee

8.10. 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.

8.11. Cutting Trees. No trees may be cut which are 4 inches or more in diameter at a height of 4.5 feet above the ground on that portion of any Lot within 20 feet of a roadway of the subdivision, except those trees which must be removed to allow construction of a residence on a Lot, a driveway to serve the Lot, and provision of utilities to serve the Lot.

8.12. Fences. No fences shall be constructed or maintained on any Lot.

8.13. 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.

ARTICLE NINE
Annexation

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

9.2 Annexation by Declarant. Additional land may be annexed to the Property by Declarant and made residential Lots and Common Areas of the Property without the consent of Members within fifteen (15) years of the date this Declaration is recorded among the Land Records of Garrett County.

9.3 Recording. Any annexation made to the Property pursuant to this Article Nine 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 TEN
General Provisions

10.1 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.

10.2 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.

10.3 Amendment.

10.3.1 The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may

be amended 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.

10.3.2 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.

10.4 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:	Umbel-Goodfellow LLC 55 Driftwood Drive wanton, MD 21561
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 mailing.

10.5 Right of Entry. Violation or breach of any provision herein contained shall give Declarant or the Association, to the extent that any of them may have a right of enforcement thereover, 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 affect or limit the rights of the Owners of the Lots when entitled to do so, to enforce the covenants by appropriate judicial proceedings

10.6 No 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.

10.7 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.

10.8 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunder set its hand and seal the day and year first above written.

UMBEL-GOODFELLOW, LLC

BY: 

Managing Member

STATE OF MARYLAND, COUNTY OF GARRETT, to wit:

I HEREBY CERTIFY that on this 16th day of April, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Michael Goodfellow, Managing Member of Umbel-Goodfellow, LLC, and that as such Managing Member, being authorized to do so, executed the foregoing Declaration for the purposes therein contained.



WITNESS my hand and Notarial Seal.

Lisa S. Bronkeman
NOTARY PUBLIC

My Comm. Exp.: 3/1/05

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
THOMAS R. JANES