

**WHISPERING WOODS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, is made this _____ day of _____, 2001, by **WHISPERING WOODS PROPERTIES, LLC**, a Maryland limited liability company, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property situate in the Tenth Election District of Worcester County, Maryland, more particularly described in Schedule A attached hereto and made a part hereof and which is more particularly shown on certain Plats entitled AWhispering Woods Subdivision, Tax Map 26, Parcel 288A, Tenth Tax District, Worcester County, Maryland@ dated May 10, 2000, revised June 28, 2001, made by Frank G. Lynch, Jr. & Associates, Inc. and recorded among the Land Records of Worcester County, Maryland in Plat Book S.V.H. No. 171, folio 1, et seq.; 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 Whispering Woods Homeowners Association, Inc. (the AAssociation@) 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 for 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 pass 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 I

Definitions

1.1 As used in this Declaration, the following terms shall have the meanings herein ascribed thereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication. The terms herein defined are:

1.2. **Architectural Committee.** The Architectural Committee shall be composed of a minimum of three members designated by Declarant who shall, from time to time, be removed, appointed and re-appointed by the Board of Directors of the Association. The initial Architectural Committee shall be Todd E. Burbage, John H. Burbage, Jr. and Hugh Cropper IV, who shall serve until they resign or until their successors are chosen.

1.3. **Association** shall mean and refer to Whispering Woods Homeowners Association, Inc., a Maryland not for profit Corporation as formed or to be formed by Declarant for the general purpose of furthering and promoting the community welfare of Owners.

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 plat of the Property as Outlot A, Outlot B, Outlot C, Outlot D, Outlot E and Outlot F, Outlot G and Outlot H and is intended to be the entire Property, save and except for Lots and all roads and streets within the Property.

1.6. **Declarant** means Whispering Woods Properties, LLC , a Maryland limited liability company, 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 designated the transferee or transferees as a Declarant hereunder.

1.7. **Declaration** means this Declarant of Covenants, Conditions and Restrictions and any amendments hereto.

1.8. **Dwelling** means any building or portion thereof occupied or intended to be occupied for residential purposes by a single-family or household unit, but not including a tent, travel trailer, camper, pop-up camper, recreational vehicle, manufactured home, mobile home or trailer, or log cabin.

1.9. **Home** means a dwelling constructed by conventional means and modular, if approved by unanimous decision of the Architectural Committee, but not of either, manufactured, mobile or log cabin type.

1.10. **Improvement** or **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 buildings, outbuildings, driveways, parking areas, fences, retaining and other walls, docks, piers, hedges and all other landscaping; antennas and any other temporary or permanent structure or improvement of any type or kind made to the Property or any part thereof **Improvement** or **Structure** shall also mean (i) any excavation, fill, ditch, pond, 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 first ownership by a Class A member hereunder.

1.11. **Log Cabins** means a dwelling constructed primarily of logs which have been cut from trees or from material which artificially replicate the appearance of trees.

1.12. **Lot** means a lot or parcel of ground shown on the recorded subdivision plat of the Property, designated as a **Lot**, with the exception of Common Areas and all roads and streets within the Property.

1.13. **Manufactured Homes** means a dwelling constructed in a prefabricated manner and transported on a frame with wheels to the site for assembly in several sections on which the frame remains under the dwelling.

1.14. **Member** means all persons or entities who hold membership in the Association as provided in this Declaration hereafter.

1.15. **Mobile Home** means a vehicular type unit designed to be transported and intended for occupancy as a single-family dwelling.

1.16. **Modular Home** means a dwelling constructed in a prefabricated manner and transported on a trailer to the site for assembly in several sections. The prefabricated dwelling is permanently set on a foundation.

1.17 **Owner** means the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

1.18. "Plats" shall mean the plats entitled as "Whispering Woods Subdivision, Tax Map 26, Parcel 288A, Tenth Tax District, Worcester County, Maryland", dated May 10, 2000, revised June 28, 2001, made by Frank G. Lynch, Jr. & Associates, Inc.

1.19. "Property" shall mean that certain Property described in Schedule A attached.

ARTICLE II

Common Area Property Rights

2.1. Grant of Lots. Declarant shall hereafter hold, grant and convey the Property, and any part thereof, including Lots and Common Areas, subject to the covenants, conditions, and restrictions herein set forth (as may be amended or revoked prior to the sale of the first Lot). These Restrictions are made for the mutual and reciprocal benefit of each and every Lot and the servitudes upon each of said Lots in favor of each and all of the other Lots therein to create reciprocal rights between the Declarant, Association and respective Owner of all of said Lots; to create a privity of contract and estate between the Declarant, Association and Owners/grantees of said Lots, their heirs, personal representatives, successors and assigns; and shall, as to the Declarant, Association and Owner of each such Lot, his heirs, successors, and assigns, operate as covenants running with the land for the benefit of each and all other Lots in the subdivision and their respective Owners, their heirs, personal representatives, successors and assigns, the Declarant and the Association.

2.2. Grant of Common Uses. The Common Areas, including but not limited to any areas designated on the subdivision plat of the Property, are private open space, and neither Declarant's execution or recording of the Plat nor any other act of Declarant with respect to the Plat is, or is intended to be, nor has been construed as a dedication to the public of any of said Common Areas other than as reflected therein. The ownership of Common Areas shall be vested in Declarant or its successors or assigns, and the use and enjoyment thereof shall be on such terms and conditions as Declarant, its successors or assigns, shall from time to time license provided, however, that Declarant covenants that it shall convey to the Association on or before the conveyance of ninety percent (90%) of the Lots to Class A Members, and the Association shall accept said conveyance from Declarant the Common Areas (provided the same is free and clear of all financial encumbrances and is in good and operating condition at the time of the transfer) and shall hold them subject to the provision hereof. The Declarant reserves the right to convey the Common Areas to the Association prior to the Declarant's conveyance of ninety percent (90%) of the Lots to Class A Members.

2.3. Easements of Enjoyment. An easement for the use and enjoyment of the Common Areas is reserved to Declarant, its successors and assigns; to persons who are, from time to time Members of the Association; Members who shall also be Owners of Lots; to the residents, tenants and occupants of any Dwelling to such other classification of person, as may be designated by the Board of Directors of the Association; and to the invitees of all the aforementioned persons.

2.4. Owners' Easements of Enjoyment. Every Owner shall have a right and nonexclusive 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 right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

2.4.2. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner (i) for any period during which any assessment against his Lot remains unpaid, or (ii) for any period during which any violation of the restrictive covenants of the subdivision continues, after the existence of the violation shall have been declared by the Board of Directors of the Association;

2.4.3. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility or such purposes and subject to such conditions as may be agreed to by the Members and as not specifically prohibited hereby. No such dedication or transfer shall be effective unless an instrument signed by a majority vote of Members agreeing to such dedication or transfer has been recorded among the Land Records of Worcester County, Maryland.

2.5. Improvement. Except as otherwise permitted or prohibited by the provisions of this Declaration, no improvement shall be erected, placed, or maintained on any Common Area except (i) structures designed exclusively for the common use of Owners, including, but not limited to; benches, chairs or other seating facilities, fences and walls, walkways, roadways; pumping stations(s) and recreational facilities and (ii) drainage, storm and utility systems. The Common Areas may be graded, planted with trees and shrubs and other plants places and maintained thereon for the use, comfort and enjoyment of the Owners; for the establishment, retention or preservation of the natural growth or topography of the Common Areas; or for aesthetic reasons.

2.6. Rules. The Association shall have the right to prescribe, promulgate and enforce reasonable rules and regulations necessary to the governing or the use and enjoyment of the Common Areas, which rules and regulations shall be applied equally to all Owners. The Association shall have the right to suspend use of the Common Areas by an Owner for an infraction of its published rules and regulations.

2.7. Association Management. The Association may (except as specifically prohibited herein) improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas, including (by way of illustration, not limitation) storm water management drainage areas, any park, pond, facility, amenity, private amenity parking areas and sidewalks, 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. By-Laws. The Association shall be governed by By-Laws promulgated and established by Declarant.

2.9. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the By-Laws, or its Articles of Incorporation and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE III

Reserved Rights and Duties of Declarant

3.1. The Association shall hold the Common Areas conveyed or to be conveyed to it by Declarant subject to the following, and Declarant reserves the right, its successors and assigns, for purposes incident to its development of the Property the following easements and/or rights of way:

3.1.1. For ingress and egress over the Common Areas for the installation and maintenance of public and private utilities to serve the Property or any part thereof, including any Lot;

3.1.2. For the use and maintenance of drainage courses of all kind, those areas designated on the subdivision plats as, ~~Utility Easements~~, ~~Utility and Access Easements~~, ~~Maintenance Easements~~ and/or ~~Drainage and Access Easements~~. The width of these easement areas are designated on the subdivision Plats;

3.1.3. For access to and from the areas designated as Outlot A, Outlot B, Outlot C, Outlot D, Outlot E and Outlot F, Outlot G and Outlot H as shown on the plat for installation and maintenance of facilities thereon, and further such additional easements shall be granted on, over and under the Common Areas as are required for the purpose of ingress and egress and the practical construction, operation and maintenance of any utility facilities to serve the Property, including any Lot.

3.1.4. For the storage of construction equipment and supplies and other similar Property on any Lot it owns and/or on the Common Areas for purposes incident to its development of the Property. The reserved right shall expire five (5) years after completion of construction of all improvements by Declarant on all Lots and Common Areas.

3.1.5. For ingress and egress over the Common Areas for the installation and construction of bulk-heading, boardwalks, docks, finger piers and tie-off mooring piles.

3.2. Declarant has dedicated or will dedicate to Worcester County and/or the appropriate utility company or companies rights of way and easement areas for the installation and maintenance of public utilities over those areas designated as ~~Utility Easements~~, ~~Utility and Access Easements~~, ~~Maintenance Easements~~ and/or ~~Drainage and Access Easements~~ as noted on the recorded Plats. The width of these easement areas are designated on the subdivision Plats.

3.3. Declarant hereby covenants, for itself, its successors and assigns, that it will convey fee simple title to the roads and streets within the Property to the County Commissioners of Worcester County upon the completion of construction of same and upon the acceptance hereof by said entity. Thereafter, the roads and streets within the Property will be maintained by Worcester County.

3.4. Declarant reserves for the Association and its designees, and subject to the provision of any assignment or contract, an exclusive easement for the installation and maintenance of radio and

television transmission cables within the right of way and easement areas and defined in Paragraph 3.2 above.

3.5. On each Lot, the rights of way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the Owner, but no structure, planting or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios or create erosion or sliding problems; provided, however, that, where the existing location of a drainage channel would hinder the orderly development of a Lot, the drainage channel may be relocated, with proper approval from all required public/governmental/regulatory agencies having jurisdiction and the Association provided such relocation does not cause any encroachment on any other Lot. Improvements within such areas shall also be maintained by the respective Owner, except for those for which a public authority or utility company is responsible.

3.6. In areas designated on the Plat as Outlot A, Outlot B, Outlot C, Outlot D, Outlot E and Outlot F, Outlot G and Outlot H and "Utility Easements", "Utility and Access Easements", "Maintenance Easements" and/or "Drainage and Access Easements" located throughout the Property, no construction of structures or improvements, landscaping or painting may be commenced or maintained in any such areas by anyone other than the Declarant and/or the Association, its successors and assigns, without the prior approval of all required public/governmental regulatory agencies having jurisdiction and the Architectural Committee. In said areas, the Declarant, the Association, its successors and assigns, reserves the right but not the obligation, to landscape and plant all such areas to enhance the appearance thereof. The Declarant, the Association, its successors and assigns, shall have complete discretion with regard to any and all such landscaping and planting. The Association, its successors and assigns, shall maintain such areas.

3.7. Declarant reserves unto itself the absolute right to use any common area for the purpose of erecting signs and spec houses, installing plantings and fountains and for any other purpose to further marketing, sales or beautification in the Development.

3.8. The Property and Lots shall be burdened by such additional easements, notes, restrictions, conditions, limitations, agreements, servitudes and/or reservations as may be shown on the subdivision Plats now or hereafter recorded.

3.9. The easements reserved hereby in Article III hereof shall be assigned to the Association in conjunction with the conveyance referred to in Paragraph 2.2. hereof, and the assignment thereof shall be subject to the provisions of Paragraph 2.2. hereof

3.10. Declarant reserves to itself, its successors and assigns, the right to revoke at any time prior to the sale of the first Lot all or any of these restrictions and further to vacate any or all of the streets, parks, recreational facilities and any other amenity shown on the subdivision plats.

3.11. Amendment of plats. No right shall be conferred upon any Owner or Member by the recording of any Plat relating to the development of the Property described herein to require the development of said Property in accordance with such Plat or Plats. Declarant expressly reserves unto itself the right to make 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.

3.12. Exemption from Payment of Assessments. Until the Declarant conveys the Common Areas (as referenced in Paragraph 2.2) the Declarant shall be exempt from the payment of assessments of any kind (as referenced in Article V) on Lots owned by the Declarant.

3.13. Declarant=s Right to Annex Additional Property. Pursuant to the Maryland Homeowners Association Act, Annotated Code of Maryland, Real Property Article, Section 11B, the Declarant hereby reserves the right to annex additional property to the Whispering Woods Subdivision and to the Association. The property reserved for annexation is located to the west and southwest of the Whispering Woods Subdivision and is approximately 74 acres. The property reserved for annexation is contiguous to the Whispering Woods Subdivision and is more fully described in the attached Schedule B. The maximum number of lots to be added to the Whispering Woods Subdivision is fifty (50) lots. The Declarant reserves the right for ten (10) years from the recording of the Whispering Woods Declaration to annex the property.

ARTICLE IV

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 (Class B Members are not subject to assessments).

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 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 (1)

vote be cast with respect to any Lot.

4.2.2. Class B. The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the first to occur of the following events:

(a) When the total votes outstanding in the Class A membership equal or exceed one and three quarters (1.75) times the total votes outstanding in the Class B membership, or
(b) Seven years from the date of the Declaration or earlier, in the Declarant=s sole discretion.

ARTICLE V

Covenant for Maintenance Assessments

5.1. Creation of Lien and Personal Obligations of 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: (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 attorneys fees, shall also be the personal obligation of the person(s) 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. Purpose of Assessments. The Assessments levied by the Association after consideration of current maintenance needs and future needs of the Association shall be used exclusively for the following purposes: to promote the recreation, health, safety and welfare of the resident of Lots within the Property, including but not limited to insect controls; for the improvement, maintenance, repair and upkeep of the Common Areas and any appurtenant drainage and slope easements reserved by Declarant (including casualty, liability and other insurance deemed necessary therefor); payment of all public charges and assessments applicable to the Common Areas (except to the extent that such public charges and assessments may be levied against any Lot so that same is payable directly by the Owner thereof); and as is otherwise consistent with the right 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 in trust, and shall be held separate and apart from other Association funds. Such trust finds 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 Assessments. Until November 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Ninety Five Dollars (\$395.00) per Lot.

5.4.1. From and after November 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each fiscal year of the Association not more than ten percent (10%) above the annual assessment for the previous fiscal year without a vote of the membership.

5.4.2. From and after November 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) of the annual assessment of the previous fiscal year by a majority of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

5.4.3. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

5.5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year:

5.5.1. 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 capital improvements upon the Common Areas; including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association, provided that any such assessment shall have the assent of a majority of the voters of Members who are voting in person or by proxy at a meeting duly called for this purpose;

5.5.2. A special assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Lot and any improvements thereon into compliance with the provisions of this Declaration, any amendments thereto, the Articles, By-Laws, and the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

5.6. Notice and Quorum for Any Action Authorized under Sections 5.4. and 5.5. Written notice of any meeting called for the purpose of taking an action authorized under Sections 5.4. or 5.5. shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance first such meeting called, the presence of Members or of proxies entitled to cast fifty-one (51%) of all the votes of Members shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (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 rate not more often than monthly, or less often than annually, as provided by the Board of Directors; provided, however; that any Class B Member(s) shall not be required to pay an assessment for each Lot owned by the Class B Member.

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. Date of Commencement of Annual Assessments; Due Dates: Certificate of Payment of Assessments. the annual assessments provided for herein shall commence immediately following the recordation of the Declaration and be due as to all Lots at the closing on each Lot. The first annual assessment shall be set at Three Hundred Ninety-Five Dollars (\$395.00) and shall be adjusted according to the number of months remaining in the fiscal year ending the 1st day of November each year. Thereafter, the Declarant or Board of Directors shall fix the amount of the annual assessment against each Lot by the first day of November of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be the first day of November of each year. 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. 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 eighteen percent (18%) per annum, and shall be subject to a late charge of Five Dollars (\$5.00) or five percent (5%) 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 fees and court costs. The Association may bring an action at law against the Owner personally obligated to pay the same and/or, without waiving any other liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his Lot.

5.11. 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 attorney=s fees provided for herein or awarded by a court for breach of any of the covenants herein.

5.12. Subordination of the Lien to Mortgages. The lien of the assessment 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, unless such lien for assessments hereunder has been duly recorded as such among the Land Records of Worcester County, Maryland, prior to the recording of first mortgage or deed of trust. 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 to the Association, and such purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessment made by the Association against the Owner/Grantor or 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.

5.13. Initial Assessment. The first Class A Member (first purchaser) of each Lot shall pay to the Association as an initial capital contribution assessment the sum of One Hundred Dollars (\$100.00). Said sum to be payable by each purchaser of a Lot at the time of closing on said purchase and said sum shall be held in the Association=s reserve fund.

ARTICLE VI

Maintenance by Owner

6.1 Each Owner shall be responsible for maintaining his or her dwelling and all structures, parking areas and other improvements comprising the Lot, including any landscaping thereon, in a neat, orderly, sanitary, and well-maintained condition. If, in the opinion of the Architectural Committee and/or the Association, any Owner fails to perform his or her maintenance responsibility, 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 improvement or structures thereon, and the cost thereof shall be a binding personal obligation of such Owner of the Lot, and as an additional assessment on the Lot. The Association shall have the right to enter upon each Lot as needed to facilitate the performance of any of its maintenance responsibilities under this Declaration. The Association shall not be liable for any damage which may result from any maintenance work performed hereunder.

6.2. Landscaping.

6.2.1. Every Lot shall be required to have a minimum amount of added landscape materials and plantings as established by the Architectural Committee. All front yards and all side yards to the rear of each dwelling must be sodded. In no event shall the cost of the minimum amount of landscaping be less than one and one-half percent (1.5%) of the cost of the improvements on a Lot. Each Owner shall submit for approval to the Architectural Committee landscape plans, showing the location on the Lot of structures, including landscape features, paving, existing plant materials and proposed plantings indicating size, type and bedding lines. The minimum landscaping shall be completed within sixty (60) days of the issuance of a Certificate of Use & Occupancy by the Worcester County, Maryland Department of Planning, Permits & Inspections. Any significant plantings of trees or shrubs intended to act or resulting as a screen between properties or lots shall have the prior written approval of the Architectural Committee. Due to Hardship the Architectural Committee may grant an extension to the sixty (60) day landscaping requirement. Said extension must be granted in writing.

6.2.2. To the extent reasonably practical, the clearing of mature trees on lots shall be limited to those areas required to accommodate the residence to be constructed thereon and its utility services and driveways. Trees measuring six inches in diameter at a point two feet above ground level, which are located more than ten (10) feet away from the residence or structure constructed on the lot, shall not be removed without the prior written approval of the Architectural Committee. Prior to clearing a Lot, the trees to be removed by the Lot owner must be marked and approved in writing by a member of the Architectural Committee. In its sole discretion, the Board of Directors may impose a fine up to Five Thousand Dollars (\$5,000.00) on an Owner who violates this provision. Any fine imposed may be collected in accordance with Article VI and the Maryland Contract Lien Act as stated herein. Prior to any clearing, the limits of the area to be cleared must be staked and trees flagged that are intended not to be removed. The Architectural Committee shall approve the staked area and flagged trees prior to clearing.

6.2.3 Lot elevations shall not be changed more than six (6) inches, without Architectural Committee approval, and shall not adversely affect adjacent property.

ARTICLE VII

Architectural Review

7.1 General Architectural Restrictions. No record Owner, except the

Declarant, shall construct, reconstruct, install or reinstall any building, porch, deck, fence, sign, tank, game facility, driveway, walkway, exterior lighting or other structure of any kind on any Lot, or make any addition thereto (including awnings and screenings) or any change or alteration therein (including and retreatment by painting or otherwise of any exterior part thereof) until plans and specifications, in duplicate, showing the nature, kind, shape, height, colors, materials, locations of such building, porch, deck, fence, sign, tank, game facility, driveway, walkway, lighting, other structure, addition, change or alteration shall have been submitted to and approved in writing by the Board of Directors, or the Architectural Committee, which shall have the absolute right to refuse or approve any such plans and specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons. In so passing upon such plans and specifications, the Board of Directors or Architectural Committee shall have the right to take into consideration the use and suitability of the proposed building, porch, deck, fence, sign; tank, game facility, driveway, walkway, lighting, other structure, addition, change or alteration, the location thereof, the materials of which it is to be built or made, compliance with the Declaration and/or with the provisions of written design standards, policies and/or guidelines of the Architectural Committee in effect from time to time and available for review by Owners, the harmony of external design and location in relation to surrounding Structures and topography, the general surroundings of the Lot, the nature and durability of the materials, quality of workmanship, choice of colors and materials, grade elevations and/or drainage, consideration to 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 additions with the general aesthetic values of the surrounding area and conformity with the plan and scheme of the Property. If the Board of Directors or its designated Architectural Committee fails to approve or disapprove any building, porch deck, fence, sign, tank, game facility, driveway, walkway, lighting or other structure, or any addition thereto, or change or alteration therein, within thirty (30) days after the complete plans (in accordance with Section 7.5 herein) and specifications therefore, in duplicate, have been submitted to it by the record Owner, approval will be conclusively presumed so that no further approval will be required for the foregoing and the record Owner shall be deemed to have fully complied with this Article.

7.2 Submission of Plans. The plans and specifications for the Architectural Committee shall be hand delivered or mailed by certified mail to:

Whispering Woods Architectural Committee
9428 Stephen Decatur Highway
Berlin, MD 21811

7.3. Setbacks. Unless the approval of the appropriate governmental authorities and the Architectural Committee has first been obtained, no building or other structure of any kind, or any part thereof, shall be located on any Lot closer to the front lot line, side lot line or the rear lot line than the minimum building setback lines as depicted or noted on the Plats.

7.4. 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 Owner in order that an acceptable proposal

can be prepared and submitted for approval. However, the final decision of the Architectural Committee is binding.

7.5. Approval of Plans.

7.5.1. The Owner shall submit to the Architectural Committee for approval two (2) complete sets of the following:

(a) plans and specifications for any and all proposed improvements and structures on a Lot:

(b) site plans showing the location on the Lot of the structure, fence, driveway and any other structures or material proposed to be constructed, altered, placed or maintained;

(c) architectural plans; showing complete working drawings including floor plans, elevations, sections, utility plans and foundation, together with the proposed construction materials, color schemes for exterior finishes and the square footage of living area, excluding garages, porches, decks etc; and

(d) complete landscaping plans

(e) any other information deemed necessary by the Architectural Committee.

7.5.2 No plans shall be accepted and considered for approval by the Architectural Committee until:

(a) A Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) sewer and water hook-up fee has been paid to ~~A~~Mystic Harbour Water & Wastewater@ its successors and/or assigns.

(b) All provisions of Section 7.5.1 have been complied with in their entirety.

7.5.3. Upon approval by the Architectural Committee, one copy of such plans and specifications shall be retained by the Architectural Committee, and the other bearing the approval of the Architectural Committee in writing shall be returned to the Owner.

7.6. Non-approved Structures or Improvements. If any structure or improvement shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, is a 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.

7.7. Completion of Construction. Any Improvements constructed on a Lot shall be completed within nine (9) months from the start of construction thereof. Failure to complete construction within the nine (9) month period may result in a One Hundred Dollar (\$100.00) per day fine as determined in the sole discretion of the Architectural Committee. Any fine imposed may be collected in accordance with Article VI and the Maryland Contract Lien Act as stated herein

7.8. Examination Fee. The Architectural Committee may charge and collect a reasonable fee for the examination of the plans and specifications submitted for approval. Such fee shall be retained by the Association, and not by the Architectural Committee.

7.9. Committee Compensation. The members of the Architectural Committee shall serve without Compensation unless specifically approved by a majority vote of the Members.

7.10. 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, including but not limited to the authority to establish regulations as to the height and size requirements for all porches, decks, patios, terraces, fences, garages, and other types of outbuildings, structures and improvements on a Lot.

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

7.12. Neither the Architectural Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions hereof, nor for any structural or other defects in any work done according to such plans and specifications. Nothing contained herein shall be deemed to exempt the Owner from compliance with any applicable zoning building or local laws imposed by any federal, state or local agencies having jurisdiction. All improvements or structures shall be constructed in accordance with any currently existing building codes adopted by Worcester County, Maryland.

7.13. Variances. The Architectural Committee may allow reasonable variances and adjustments of the covenants, conditions and restrictions (in addition to those contained in, including but not limited to, Paragraphs 2.6., 3.6., 3.7., 8.1., 10.6., and 10.7. herein) in order to overcome practical difficulties and prevent unnecessary hardship in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance so adjustment will not be materially detrimental or injurious to other Lots or improvements in the Property. The final decision of the Architectural Committee shall be binding.

ARTICLE VIII

General Restrictions, Prohibitions and Requirements on Lots

8.1. Each Lot shall be used for single family residential purposes only, except as provided as follows, if permitted within the zoning laws applicable to the Property: The Declarant and/or its agents and representatives shall have the right to use any Lots, and any improvements thereon, it may own from time to time, as sales, rental, and management offices and model units and for such other uses as the Declarant may deem appropriate for the development, marketing (including sales and rentals), and management of any dwellings now or hereafter located upon the Property, and in furtherance thereof, the Declarant may, among other things, install one or more construction and/or sales offices upon any such Lot. The Declarant and/or its agents and representatives shall also have the right to erect upon any Lots it may own from time to time, and upon the Common Areas, such advertising and directional signs and other materials as the Declarant shall deem appropriate for the development, marketing and management of any dwellings now or hereafter located upon the Property. Any builder shall have the right to construct a model home and maintain one advertising sign on any Lot in the Property. A builder sign shall not exceed two (2) feet by two (2) feet in size. Prior to a builder placing a sign on a Lot, the location of the sign on the Lot and the design/logo/color on the sign shall be approved by the Architectural Committee. In any event there shall not be permitted more than one sign on a Lot, be it a builder/contractor and/or subcontractor sign.

8.2. No mercantile business or commercial operation of any kind shall be maintained on any Lot, including but not limited to family day care operations, bed and breakfast operations, or professional offices.

8.3. Every residence dwelling constructed on a Lot shall contain a minimum square footage of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, decks, patios, terraces, garages, and other outbuildings) as follows:

- (a) If one-story - one thousand eight hundred (1,800) square feet;
- (b) If one and one-half story - one thousand eight hundred (1,800) square feet;
- (c) If two-story - two thousand (2,000) square feet.

8.4. Each residence dwelling shall have an attached two car garage. Each garage shall have dimensions of at least twenty (20) feet in width by twenty (20) feet in length. Each garage shall be a side entrance garage, if possible, as determined by the Architectural Committee.

8.5. The use of plywood grooved siding (such as T-11) and asbestos shingles are prohibited on any Lot. Wood, brick, stucco, dryvit and vinyl siding are permitted on any Lot, subject to approval of the Architectural Committee. All Structures constructed or placed on any Lot shall be constructed from new materials (except for brick), and no used structures shall be relocated or placed on any Lot.

8.6. Each residence dwelling should blend with the neighborhood and must be differentiated in exterior design, position, texture, and color from other homes nearby.

8.7. Each Lot shall be served by public water and sewer.

8.8. No temporary house, log cabin, manufactured house, recreational vehicle (including but not limited to travel trailer, camper or pop-up camper), mobile home or tent shall be placed or erected on any Lot; provided, however, that the Architectural Committee may grant permission for any such temporary structure for

storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place, nor shall any overnight camping be permitted on any Lot.

8.9. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot or any portion of the Property, nor shall anything be done thereon which is or is likely to become an annoyance or nuisance to any person using any portion of the Property.

8.10. No residence dwelling shall be occupied until the same has been substantially completed in accordance with its plans and specifications as approved by the Architectural Committee and until a Certificate of Occupancy has been issued by the Worcester County Office of Planning, Permits and Inspection.

8.11. Except as referenced in Paragraph 8.13 and Paragraph 8.26, all outbuildings shall be attached to a residence dwelling/garage and shall have the same exterior design and color as the residence dwelling/garage. Additionally, all outbuildings shall be constructed of the same materials as the residence dwelling/garage.

8.12. All foundations on residence dwellings and attached garages shall be brick or parged cement block, except on porches or decks, in which pilings may be allowed with the approval of the Architectural Committee. No slab on grade homes shall be permitted.

8.13. If permitted by Worcester County a separate detached cottage dwelling shall be allowed on the same Lot as the main dwelling if approved by the Architectural Committee.

8.14. No animals or livestock of any description, except the usual household pets (excluding pigs and reptiles), shall be kept on any Lot. Each Lot shall be limited to having two (2) outside pets. No household pet or fish shall be raised, bred or kept for any commercial purposes. Dogs which are household pets shall at all times whenever they are outside the Owner=s Lot be confined on a leash held by a responsible person. Owners shall clean up their dog droppings which take place outside their Lot. An Owner who violates this provision may be fined up to One Hundred Dollars (\$100.00) by the Board of Directors. Any fine imposed may be collected in accordance with Article VI and the Maryland Contract Lien Act as stated herein.

8.15. No signs, billboards or advertising structures of any kind shall be erected, displayed or maintained on any Lot, except:

8.15.1. As permitted by Section 8.1 and Section 8.15.2. hereof;

8.15.2. A "For Sale" sign shall be permitted in one (1) window of a residence dwelling. Such "For Sale" sign shall not exceed two feet (2') by two feet (2') in its entirety. With the Architectural Committee=s prior approval, a standard plastic information box containing information about a Lot may be located along the curb of a Lot.

8.16. Vehicles shall be parked only in the garages or in the driveways serving the Lot or in appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. No commercial or inoperable vehicle on any kind, and no travel trailer, truck camper, tent camper, recreational vehicle, tractor trailer, bus or other vehicle with a load capacity of one ton or greater, shall be parked or stored on any Lot, except those vehicles which are garaged. The Declarant may park and/or store on any Lots it may own from time to time such commercial vehicles as it deems appropriate for the development, marketing and management of any dwellings now or hereafter located on the Property. For the purposes hereof; a vehicle shall be deemed inoperable unless it contains all parts and equipment, including properly inflated tires and current license plates, in such good condition and repair as may be necessary for any person to drive the same on a public highway. No vehicle of any kind, nor any boat or recreational vehicle or trailer, shall be parked or stored (a) on any street in the Property; except as expressly permitted by the Declarant, or (b) on any Common Area, except as expressly permitted by the Association.

8.17. No stripped down, partially wrecked or junk motors (or sizable part thereof) shall be permitted to be parked on any street in the subdivision or on any Lot.

8.18. All Lots must be maintained neatly, orderly and free of debris at all times, especially during construction.

8.19. No boat trailers shall be permitted to be parked on any street in the subdivision or on any Lot; however, a boat trailer may be stored inside an approved garage or outbuilding. No boats of any kind or description may be stored outside on any Lot or driveway for longer than forty-eight (48) hours. The Association has the absolute right to have towed any boat, trailer or abandoned vehicle parked on any street in the Development.

8.20. Every tank for the storage of fuel (exceeding five (5) gallons) installed outside any structure on the Property shall be buried below the surface of the ground.

8.21. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be, screened or so placed and kept as not to be visible from any street within the Property at any time except during refuse collection. All Lots shall use trash receptacles as required by the Architectural Committee. The Architectural Committee shall decide the size, color, and type of trash receptacle to be used by Lot owners. The location of the trash receptacles for trash pickup shall be at the intersection of the Lot driveway and the street adjacent to each Lot..

8.22. All mailboxes shall be of the same size and color as established by the Architectural Committee. Any receptacle in addition to a mailbox (i.e. newspaper box) shall be attached to the mailbox structure and approved by the Architectural Committee prior to installation.

8.23. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible froth any street within the Property.

8.24. No fence shall be constructed without the approval of the Architectural Committee and subject to the following:.

8.24.1 All fences shall be constructed of wood, vinyl, brick, stone or concrete.

8.24.2. As to Lots 48 thru 72 abutting Outlot D as designated on the Plats, no fence shall encroach more than Five Feet (5=) into the Fifteen Foot (15=) Maintenance Easement as designated on the Plats.

8.24.3. All fences shall not exceed Four Feet (4=) in height.

8.24.4 No fences shall be located in the front yard on a lot.

8.25. All dog runs or outdoor dog pens shall not exceed eight (8) feet in height and must be attached or adjacent to the rear of a dwelling. All dog runs and dog pens must be properly screened and/or landscaped so as to be aesthetically pleasing. The location, size and screening of all dog runs or outdoor dog pens must be approved by the Architectural Committee prior to installation. Any dog run shall not exceed eight (8) feet in length by eight (8) feet in width.

8.26 No swimming pool shall be built without the approval of the Architectural Committee. Each swimming pool shall be properly fenced and landscaped. In no event, shall above ground swimming pools be permitted. A detached pool building or structure may only be constructed with the prior written approval of the Architectural Committee.

8.27. Every satellite dish shall be screened or landscaped so as to be aesthetically pleasing to the Architectural Committee.

8.28. Without the Architectural Committee=s written approval, no outside or exterior antenna of any kind (excluding satellite dishes subject to the requirements of Section 8.24) for use with radio or television shall be installed or maintained on any Lot or Common Area, or on any building or other structure located on any Lot or Common Area, whether. or not being a part thereof and whether or not being detachable therefrom.

8.29. No artificial vegetation shall be permitted on the exterior of any portion of the structures on the Lots. Exterior sculpture, fountains, and similar items must be approved by the Architectural Committee..

8.30. All common areas, including ponds within the Property, shall be aesthetic amenities only, and no other use thereof; including, without limitation, swimming, boating, playing or use of personal flotation devices, shall be permitted except with prior written consent of the Architectural Committee. The Association and/or Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of ponds within the Property.

8.31. No noxious, offensive or illegal activities shall be permitted on any Lot, nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

8.32. Any dwelling or outbuilding on any Lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a

sightly condition with reasonable promptness; provided; however, that in no event shall such debris remain longer than sixty (60) days.

8.33. All residential structures are to be constructed so that the living quarters shall have minimum elevations as required from time to time by the Worcester County Zoning ordinance or by the federal, state or local agencies having jurisdiction in the premises.

8.34. No Owner shall be permitted to engage in the practice of time sharing as same is defined by the applicable law of the State of Maryland. This paragraph is intended to prohibit any time share project on the Property.

8.35. Each Lot and the structure(s) thereon may be leased for such term and under such conditions as the record Owner thereof may desire, except that (a) no Lot or structure thereon may be leased for less than thirty (30) days, and (b) each lease (i) shall be in writing, (ii) shall be subject to this Declaration, to the Articles of Incorporation and By-Laws of the Association, and to any rules and regulations adopted by the Board of Directors, as each such document may be amended from time to time (collectively, the Association Documents), (iii) shall provide that any breach or violation of any Association Document by the tenant shall constitute a default under the lease, and (iv) shall provide that the tenant (as well as the landlord) shall be directly liable to, and subject to enforcement action(s) by, the Association for any breach or violation by the tenant of any Association Document. The record Owner of any leased Lot or structure shall promptly deliver to the Board of Directors a copy of the form of lease used, and a copy of each amendment which is made thereto from time to time. The Association, through the Board of Directors, shall be entitled, but not obligated, to exercise the default remedies of any record Owner, as the landlord under any such lease, and upon any breach or violation by the tenant of any Association Document, the Board of Directors, after notice to the record Owner and tenant of such breach or violation, and the failure of such record Owner and tenant to correct the same within a reasonable time thereafter, shall be entitled, but not obligated, to summarily evict the tenant from the leased premises, subject to any applicable laws governing the speedy recovery of possession of lands or tenements in redress of a breach or violation of a lease.

8.36. All Lots must utilize a stone construction entrance (10 x 20 minimum). An owner shall be responsible for any damage done to a street within the Development. The Association may assess a Lot the cost to repair damage caused to roads, streets or curbs by a Lot owner. Any assessment imposed may be collected in accordance with Article V and the Maryland Contract Lien Act as stated therein.

8.37. All driveways on a Lot must be constructed of concrete, brick or asphalt.

8.38. All garage doors must be closed when garage not in use.

8.39. All basketball backboards/nets must be attached to the house unless approved by the Architectural Committee.

8.40. All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on

such Lot or the accumulation of rubbish or debris thereon. In no event will growth in lawn areas be permitted to exceed six inches in height.

8.41. No owners or occupants shall bury trash, garbage or other refuse on any Lot, nor allow the accumulation of litter, refuse or junk on such lot as determined in the sole discretion of the Architectural Committee.

8.42. AUtility Easements@, AUtility and Access Easements@, AMaintenance Easements@and ADrainage and Access Easements@ are not for the general use and enjoyment of lot owners, except those owners of lots in which the easements exist.

8.43. Variances. Declarant and or Architectural Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein and/or to encourage excellence in design; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Subdivision or on the Property.

ARTICLE IX

9.1 Special Deed Provisions

The following provisions must appear in every Deed from the Declarant to a Lot Owner and in every future Deed from a Lot Owner to a successor interest:

AExcept as expressly authorized pursuant to any permits or letters of authorization previously obtained from and issued by the U.S. Army Corps of Engineers and/or Maryland Department of the Environment (or their successors or assigns), neither the Permittee, nor any subsequent owner or owners of the Property or any portion thereof, shall undertake or cause to be undertaken any of the following within or upon the wetland or buffer areas:

- a. Construct or place buildings, sheds, walkways, roads, signs or other structures on or above the ground within the wetland or buffer areas;
- b. Dump or place trash, brush, soil waste, or other fill material within the wetland or buffer areas, or otherwise use the ground within the wetland or buffer areas for disposal of such materials;
- c. Excavate, dredge, or remove loam, peat, gravel, soil, rock or other material substance within the wetland or buffer areas;

- d. Remove or destroy trees, shrubs or other vegetation, or any other material substance within the wetland or buffer areas in violation of Section 404 of the Clean Water Act and/or the applicable provisions of the Maryland Nontidal Wetlands Protection Act, or
- e. Engage in any activities on the wetland or buffer areas that would violate any governmental regulation concerning drainage flood control, water conservation, erosion control, soil control, or fish or wildlife habitat preservation.

Alteration of vegetation or other substances within the wetland or buffer as required for routine maintenance of the wetland or buffer areas consistent with State and Federal law is permissible. @

9.2 Forest Conservation

The Whispering Woods Subdivision is subject to the Worcester County Forest Conservation Law. This Subdivision is subject to Forest Conservation Plan No. 2000-12. Any future approval shall be subject to the County Forest Conservation Law. A Forest Conservation Plan has been approved and is on the file with the Department of Planning, Permits and Inspections. A Perpetual Protective Agreement - Deed of Forest Conservation Easement, Worcester County, Maryland, will be recorded simultaneously with this Plat in the Land Records of Worcester County, Maryland.

ARTICLE X

General Provisions

10.1. Enforcement. Declarant, 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 Declarant, the Association or 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/Partial Invalidity. Invalidation of any one of these covenants or restrictions by Judgment or court order shall in no way affect any Other provisions which shall remain in full force and effect.

10.3. Term; 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 every (10) years. This Declaration may be amended during the first twenty (20) year period, and thereafter by an instrument signed by no less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. In addition to the above, no amendment of a material nature of this Declaration may be made unless approved by at least two-thirds (2/3) of the first mortgagees of all Lots (based on one vote for each first mortgage owned). A change to any of the following shall be considered material: any amendment affecting assessments, any property right, the right of an Owner to have,

use or enjoy any easements or to use the Common Areas, or the vested right of any party secured by a mortgage or deed of trust.

10.3.2. Until the conclusion of the date referenced in Paragraph 4.2.2(b), including any extended period for additional land annexed to the Property by Declarant as herein permitted, no amendment may alter or affect any rights granted hereunder to Declarant without the prior written consent of Declarant.

10.3.3. Anything set forth in Section 9.3.1 above to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. This unilateral right, power and authority of the Declarant may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or of any Lot thereof, for federally approved mortgage financing proposed under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agency approves the Property or any part thereof or any Lot thereon for federally approved mortgage financing purposes, thereafter any amendments to the Declaration made during any period of time when there are Class B Members shall also require the prior consent of the agency giving such approval.

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: Whispering Woods Properties, LLC
 Attn: John H. Burbage Jr., Managing Member,
 9428 Stephen Decatur Highway
 Berlin, Maryland 21811

To the Association: To the Resident Agent of the Association at his address as shown by the records of United States Department of Assessments and Taxation of the State of Maryland.

To Owner/Member as follows: To the last known address of Owner/Member as shown on the records of the Association at the time of such mailing, and if there is no such address, then to the address of such Owner/Member as shown on the Worcester County Tax Collector=s records.

Any person shall have the right to designate a different address for the receipt of notices other than set forth above, provided the person=s new address is contained in a written notice given to the Association.

10.5. 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.

10.6. 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 it is, however expressly understood that neither Declarant or the Association shall be liable for damages of any kind to any party for failing to either abide by, enforce or carry out any of these Restrictions.

10.7. Owner=s/Grantee=s Acceptance. The Owner/Grantee of any Lot subject to the coverage of these Restrictions, by acceptance of a deed conveying title thereto, or the execution -of a contract for the purchase thereof; whether from Declarant or a subsequent Owner of such Lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, right and powers of Declarant and of the Association and by such acceptance shall for himself, his heirs personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, the Association, and to and with the grantees and subsequent Owners of each of the Lots within the subdivision to keep, observe, comply with and perform these Restrictions and agreements. The covenants, conditions, restrictions, easements and servitudes of the Declaration will be inserted by reference in any subsequent deed or other legal instrument by which either the fee simple title to or possession my interest in any part of the subject property is divested.

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.

10.9. Miscellaneous.

10.9.1. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

10.9.2. This Instrument shall be governed by and construed according to the laws of the State of Maryland.

ARTICLE XI

Force Majeure

Whenever herein a time period provided for Declarant to do or perform, or within which Declarant may do or perform any act or thing, in the event Declarant is delayed or hindered in or prevented from doing or performing such act or thing by reason of strikes, labor troubles, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection; war, acts of God, fire or other casualty or reason of a similar or dissimilar nature beyond the reasonable control of Declarant, then performance of with act or thing shall be excused for the period of the delay and the period for the performance of such act or thing

shall be extended for a period equivalent to the period of such delay in no event shall the extensions of time permitted herein extend beyond two years from the date hereof

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

ATTEST: WHISPERING WOODS PROPERTIES, LLC

_____ By: _____

John H. Burbage Jr., Managing Member

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared JOHN H. BURBAGE JR., known to me (or satisfactorily proven) to be the Managing Member of Whispering Woods Properties, LLC; a Maryland limited liability corporation, who made oath in due form of law that he executed the foregoing for the purposes therein contained and in the capacity therein stated.

AS WITNESS my hand and Notarial seal.

Notary Public

My Commission Expires: _____

**FIRST AMENDMENT TO DECLARATION OF
WHISPERING WOODS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION, (ADeclaration@), made and entered into this ____ day of _____, 2001, by WHISPERING WOODS PROPERTIES, LLC, a Maryland limited liability company (hereinafter and in the Exhibits hereto sometimes called the "Declarant").

WHEREAS, the Declarant by Declaration dated _____, 2001, and recorded among the Land Records of Worcester County, Maryland at Liber S.V.H. _____, folio _____ et seq. together with the plats entitled AWhispering Woods Subdivision, Tax Map 26, Parcel 288A, Tenth Tax District, Worcester County, Maryland@, made by Frank G. Lynch, Jr. & Associates, Inc., dated _____, 2000, revised _____, 2001, recorded in the Land Records for Worcester County, Maryland in Plat Liber S.V.H. _____, folio _____ et seq. (hereinafter referred to as the ACondominium Plat@) did subject certain real property described in Exhibit A to the aforementioned Declaration and Condominium Plat

WHEREAS, the Declarant desires to make certain amendments to the Declaration as delineated herein.

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 pass 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.