

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HICKORY NUT OF WILDEWOOD ASSOCIATION, INC.

THIS DECLARATION, made and entered into this 17th day of February, 1987 by PARAGON BUILDERS, INC., a Maryland Corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of St. Mary's, State of Maryland, which is more particularly described as part of Wildewood Neighborhoods Three and Four, Cluster Three and is shown on a Plat by Larry Day, Registered Professional Land Surveyor, entitled Hickory Nut of Wildewood, part of Neighborhoods Three and Four, Cluster Three - Plat One, said plat being recorded in Plat Liber M.R.B. No. 025, folio 117, and more particularly described as follows:

BEGINNING at a point on the northwesterly side of Wildewood Parkway, 70 foot right-of-way, said point being the common corner of Parcel Three and Parcel Two as shown on Hickory Nut of Wildewood, Part of Neighborhood Three and Four, Cluster Three - Plat Two as recorded among the Land Records of St. Mary's County, Maryland. Thence from said point of beginning and running with said Wildewood Parkway S 17 deg 23 min 05 sec E a distance of 285.00 feet to a point of curve; thence by the same by an arc of a circle curving to the right having a radius of 765.00 feet with an arc distance of 779.97 feet to a point of tangent; thence by the same S 41 deg 01 min 55 sec W a distance of 985.00 feet to a point; thence leaving said Wildewood Parkway and running N 48 deg 00 min 33 sec W a distance of 753.54 feet to a point; thence N 36 deg 52 min 12 sec W a distance of 500.00 feet to a point; thence N 25 deg 56 min 45 sec W a distance of 1074.28 feet to a point; thence N 79 deg 56 min 22 sec E a distance of 251.87 feet to a point; thence N 41 deg 02 min 15 sec E a distance of 726.11 feet to a point; thence running with said Parcel Three and Parcel Two S 37 deg 30 min 43 sec E a distance of 501.36 feet to a point; thence by the same S 68 deg 42 min 11 sec E a distance of 971.10 feet to a point; thence by the same N 72 deg 36 min 55 sec E a distance of 115.00 feet to a point at the place of beginning. CONTAINING 65.952 acres of land, more or less, and subject to any and all rights-of-way and/or easements of record.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described to easements, restrictions, covenants and conditions.

NOW, THEREFORE, Declarant hereby declares that all of the lots in the subdivision described above shall be held, sold and conveyed subject to the aforesaid "Covenants, Conditions and Restrictions" and to the following additional easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title

or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Hickory Nut of Wildewood Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities of a simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought with the jurisdiction of the Association.

The metes and bounds description of the property initially subject to these Covenants, Conditions and Restrictions is set forth above.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Architectural Control Committee" shall mean a Committee of the Association set up in accordance with Article V herein to ensure that buildings and structures built on the property and the maintenance thereof, shall meet adequate standards of design and appearance.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to Paragon Builders, Inc., its successors and assigns is such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

HICKORY NUT OF WILDEWOOD ASSOCIATION, INC.

Section 1. Establishment of the Association. After the recording of this document, the Hickory Nut Wildewood Association, Inc., hereinafter the Association shall be established. Except as specified herein, the form, members, duties and responsibilities of the Association and certain other matters relating to it shall be set forth in the Articles of Incorporation of this Association.

Section 2. 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.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) On December 31, 1996

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and such conditions as may be agreed to by the members, with the understanding that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, including guests, his tenants, or contract purchasers who reside on the property.

Section 3. Obligations of the Association. The Association, subject to the rights of the Owner set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary conditions, order and repair in compliance with standards to be set by the Architectural Control Committee.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSEMENTS BY THE ASSOCIATION

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, 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: (1) annual assessments or charges, and

(2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessment, together with interest and late charges as determined by Association, costs and reasonable attorney's fees, shall be a continuing lien upon the property against which each such assessment is made upon compliance with applicable law related to the establishment and enforcement of such liens. Each such assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and of the homes situated upon the properties, including but not limited to, costs involved in the enforcement of the Covenants, Conditions and Restrictions, and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment per lot shall be Three Hundred Dollars (\$300.00).

(a) From and after January 1 or the year immediately following conveyance of the first lot to any Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 or the year immediately following conveyance of the first lot to any Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds of each lass of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum provided herein.

Section 4. Special Assessment for Capital Improvements. 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent by two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days, nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership 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 60 days following the preceding meeting.

Section 6. 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.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of issuance.

Section 8. 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 determined by the Board of Directors but not less than ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same. 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.

Section 9. Subordination of the Lien to Mortgages and Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a mortgage or deed of trust or any proceeding or transfer in lien thereof, 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 a Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure (including, but not limited to, antennas) shall be commenced, erected or maintained upon the Properties, nor shall any exterior additions to or changes or alterations therein be made until the plans, and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives appointed by the Class B membership. At such time as the Class B membership expires, the Board shall be appointed by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location 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. The Architectural Control Committee shall regulate the external design, appearance, and location of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 2. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Control Committee.

ARTICLE VI

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Residential use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit, subject to all of the provisions of the Declaration.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(c) Restrictions on Further Subdivisions. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Other Restrictions. Upon conveyance of the first Lot to an Owner, the Architectural Control Committee shall adopt general rules to implement the purposes set forth in Article V, and interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs, parking and storage of automobiles and other vehicles, storage and use of boats and recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting maintenance and removal of vegetation on the properties.

(e) Exceptions. The Architectural Control Committee may issue temporary permits to except any prohibitions expressed or implied by this Section, provided the Committee can show good cause and acts in accordance with adopted guidelines and procedures.

Section 2. Maintenance of Property. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency

as is consistent with good property management. In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

Section 3. Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the above described property for ingress, egress, construction, installation, replacement, repair, and maintenance of all streets and parking lots, utility and service lines and systems including, but not limited to streets, pedestrian walkways, water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company, with the approval of the Declarant, to complete construction of all contemplated improvements to the subject Lots and on adjacent Wildewood properties, install and maintain facilities and equipment of said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

Section 4. Easement to Correct Drainage. For a period of ten (10) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the ground within the Subdivision and the Common Area to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of the intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

ARTICLE VIII

GENERAL PROVISIONS

Section 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 hereinafter 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. The Association shall be entitled to recover all costs including a reasonable attorney's fee in the successful enforcement of these Covenants, Conditions, and Restrictions.

Section 2. Severability. Invalidation of any one of these covenants, conditions and restrictions, or the conditions and restrictions by judgment or Court Order shall in no way affect any other provisions, each of which shall remain in full force and effect.

Section 3. Amendment. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment shall be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Attest: PARAGON BUILDERS, INC.

/signed/ by: /signed/
Secretary Edmund W. Wettengel, President

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, that on this 17th day of February, 1987, before me, a Notary Public of the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, President of Paragon Builders, Inc., and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of Hickory Nut of Wildewood Association, Inc., to be his act, and the corporate act of the Corporation.

WITNESS my hand and Notorial Seal.

/signed/
Notary Public

My Commission Expires: 7/1/90

The original document was recorded on February 24, 1987 among the Land Records of St. Mary's County, Maryland at Liber 337, Folio 196 and also recorded January 22, 1990 among the Homeowners Association Depository at Liber 001, Folio 393.