

Return To: Ronald L. Spahn, Esq.
5401 Twin Knolls Road, Suite 7
Columbia, MD 21045

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE WARFIELDS II HOMEOWNERS
ASSOCIATION, INC.**

THIS DECLARATION dated the 27th day of FEBRUARY, 2006, by **Kennard Warfield, Jr.** (the "Developer").

RECITALS

A. **Kennard Warfield, Jr.** is the developer of a 120 acre, more or less, tract of land located in Howard County, Maryland. The tract (hereinafter called the "Property") consists of all of the land shown on the subdivision plats recorded among the Land Records of Howard County, Maryland, and entitled "Warfield Brothers, Plat 8841, Lots 1 thru 4," "K&D Stables, Lots 1 thru 4, Plat 9336," and "The Warfields II" (to be recorded).

B. **Kennard Warfield, Jr.** and his wife, **Mary Ellen Warfield**, are the owners of property pursuant to Deeds recorded among the Land Records of Howard County, Maryland in Liber 3574, folio 290, Liber 2000, folio 217, Liber 3754, folio 290, Liber 1805, folio 20, and Liber 1779, folio 747, part of which is to be subdivided and included herein.

C. **Ten Oaks Properties, Inc.** is the owner of property in Lots 1 and 4 of K&D Stables, Lots 1 thru 4, Plat 9336, recorded by Deed in Liber 9537, folio 32 and agrees the property is subject to this Declaration.

D. **NVR Ryan, Inc.** is the owner of all the lots in Warfield Brothers, Lots 1 thru 4, Plat 8841, recorded by Deeds in Liber 9725, folio 675 and Liber 9651, folio 214, and Lots 2 and 3 of K&D Stables, Lots 1 thru 4, Plat 9336, recorded by Deed in Liber 9623, folio 105, and is the contract purchaser of all future lots and agrees the Property is to be subject to this Declaration.

E. The Developer desires to subject the Property and the lots located therein (the "lots") to the Covenants, Conditions and Restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the lots, and are for the purpose of distributing among the lot owners the cost of maintaining and operating the community and any improvements owned by it, including partial snow removal.

F. The Developer declares the Property shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below, as well as any conditions set out in the general notes of the **Warfields II** plat and all easements of record, as well as any conditions set out in the general notes of the **Warfields II** plat and all easements of record.

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ARTICLE I: DEFINITIONS

- (a) "Association" means **The Warfields II Homeowners Association, Inc.**
- (b) "Builder" shall mean the purchaser from Developer and/or Owner for the purpose of erecting houses.
- (c) "Developer" means **Kennard Warfield, Jr.**, and any successor or assign thereof to whom Developer shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by him, and to whom Developer shall expressly transfer and assign all of his rights, title and interest under this Declaration, or any amendment or modification thereof.
- (d) "Lot" means any designated parcel of land shown on the plats of K&D Stables, Warfield Brothers, and The Warfields II.
- (e) "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a lot in the Property, as the lot is now or may from time to time hereafter be created or established. If more than one (1) person, or other legal entity or any combination thereof, holds the record title to any lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the lot. The term "Owner" shall not mean any contract purchaser, or the owner of any redeemable ground rent reversion issuing out of any lot, nor shall it include any mortgagee or other person or legal entity holding an interest in a lot as security for the performance of an obligation. Owner shall not mean a Builder who purchased the Property for the purpose of building a house on the Property, unless the Builder should rent the Property to third parties.
- (f) "Property" means all of the land shown on the plats of K&D Stables, Warfield Brothers, and The Warfields II, more particularly referred to in paragraphs A thru D of the Recitals to this Declaration and such additional land as may be subjected to this Declaration under the provisions of Article II below. Any property deeded or to be deeded to Howard County, Maryland is exempt from these covenants, conditions and restrictions.
- (g) "Sign Easement" means all that land shown on the plats of K&D Stables, Warfield Brothers, and The Warfields II, and designated as "sign easement area" and includes both signs and columns.

**ARTICLE II: PROPERTY SUBJECT TO THIS
DECLARATION AND ADDITIONS THERETO****SECTION 1**

All of the land shown on the Plat referred to in paragraph A of the Recitals to this Declaration (the "Existing Property") shall be transferred, held, sold, conveyed, and occupied subject to this Declaration.

SECTION 2

Additional lands may be subjected to this Declaration in the following manner:

(a) The Developer, its successors, and assigns, shall have the right for twelve (12) years from the date of this Declaration to bring within the operation and effect of this Declaration additional portions of the land more particularly described on Exhibit A attached as a part of this Declaration.

The additions authorized under this Section 2(a) shall be made by recording among the Land Records of Howard County a supplement to this Declaration, which need be executed only by the Developer and the owner of such additional land if the Developer is not the Owner thereof, which shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section 2(a) shall not require the approval of the Association.

(b) Upon the written approval of the Association after the Association has attained the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken, the owner of any other land who desires to subject it to the operation and effect of this Declaration may do so by recording among the aforesaid Land Records a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration.

Any such Supplement to this Declaration may contain such complementary additions and modifications of the Covenants, Conditions, and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added Property, provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify, or add to the Covenants, Conditions, and Restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

Notwithstanding anything herein, Developer reserves the right to future annexation of contiguous land.

**ARTICLE III: MEMBERSHIP AND VOTING RIGHTS IN
THE ASSOCIATION**

SECTION 1

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

SECTION 2

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

Class A. Except for the Developer (which shall initially be a Class B member), the Class A members shall be all of the Owners of the lots. Each Class A member shall be entitled to one (1) vote per lot, for each lot owned by it, in all proceedings in which action shall be taken by members of the Association.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to 100 votes per lot for each lot owned by him or Ten Oaks Properties, Inc. in all proceedings in which action shall be taken by members of the Association.

The vote of any Class A member comprised of two (2) or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per lot for each lot owned by them.

The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the twelfth (12th) anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association. Provided, however, the Class B Membership shall be revived (and the Developer shall again be entitled to ten (10) votes for each lot owned by the Developer) during any periods of time occurring before the twelfth (12th) anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the Property additional lots owned by the Developer exist which, when added to the other lots then owned by the Developer, would result in the Developer having more than fifty percent (50%) of the votes of the Association were the Developer to have ten (10) votes for each lot owned by the Developer instead of only a single vote for each lot owned by the Developer.

SECTION 3

Notice of meetings, delivery of information, and voting may be made by electronic transmission and shall be in accordance with Real Property Articles 11B-113.1 and 11B-113.2, or any subsequent acts.

ARTICLE IV: VARIOUS EASEMENTS AND SIGN EASEMENT AREA

SECTION 1

The Developer shall grant and convey to the Association, and the latter shall take and accept from the Developer, the Common Areas, if applicable, shown on a subdivision plat, or any modification thereof, which is subject to this Declaration, not later than the date the first lot shown on the subdivision plat or when applicable which is improved by a dwelling is conveyed to an Owner. At the time of the conveyance the Property shall be free of any mortgages, judgment liens, or similar liens or encumbrances.

The Owners shall hold the Property conveyed to it subject to the following:

- (a) The reservation, to the Developer, its successors, and assigns, of the beds, in fee, of all streets, avenues, and public highways shown on the subdivision plat.
- (b) The reservation to the Developer, its successors, and assigns, of the right to lay, install, construct, and maintain, on, over, under, or in those strips across land designated on the subdivision plat, as "Sign Easement Area," "Drainage and Utility Easement," "Slope Easement," "Sewer Easement," "Forest Buffers and Water Reserve Easement," "Forest Conversation Easement," "Perpetual Drainage Easement," "Flood Plain," "Drainage and Sewer Easement," "Open Space," and "Area Reserved for Future Road," or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television lines, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Property for such purposes and making openings and excavations therein, and to maintain any signs on designated locations on the Property.
- (c) The reservation to the Developer, its successors, and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Lot conveyed by the Developer.

SECTION 2

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

SECTION 3

The areas designated as Sign Easement Area on the Property are subject to this right of the Association to enter onto the Property to erect, if desired, a sign indicating the name of "THE WARFIELDS II" and/or erect columns. All subject to the rights contained in this Article.

SECTION 4

The Association shall improve, develop, supervise, landscape, manage, operate, examine, inspect, care for, repair and keep in a safe condition, replace, restore, and maintain the Open Space Lots and Sign Easement Area as from time to time improved, including any easements, together with any items of personal property placed or installed thereon, all at its own cost and expense. These rights include the right to go onto the Sign Easement Areas even if they are not owned by the Association.

ARTICLE V: COVENANT FOR ASSESSMENT**SECTION 1**

The Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest at the rate of eighteen percent (18%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of eighteen percent (18%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs, and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

SECTION 2

The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property.

SECTION 3

When the first lot is conveyed to the Association, the annual assessment shall be \$120.00 per quarter. Thereafter, the maximum permissible annual assessment shall increase each year by ten percent (10%) of the maximum permissible annual assessment for the previous year, without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the ten percent (10%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose.

The Board of Directors of the Association may fix the annual assessment against each lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association.

Lots owned by a Builder being held for sale shall pay no assessment. In the event the Builder should rent the house to third parties, the Builder shall pay the full assessment.

SECTION 4

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement located on any easement area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose. However, in the event of a serious violation of any county or state law, and a violation notice has been received, the Board of Directors may levy the assessment to fund the cure of the violation.

SECTION 5

The annual assessments shall be fixed at a uniform rate for all lots.

SECTION 6

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to 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 any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7

The annual assessments shall commence on the first day of the month following the first conveyance of any land area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 3 of this Article as the remaining number of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year.

The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year.

The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least forty-five (45) days after the date of such resolution.

SECTION 8

The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each lot for each assessment period at least one (1) month in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the lot for such assessment, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. Each Owner of a lot shall by accepting title thereto be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his or her Lot which results from his or her failure to pay an assessment on the due date thereof.

SECTION 9

The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the lot subject to assessment; provided, however, that the sale or transfer of any lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her lot.

SECTION 10

There will be a \$100.00 per lot assessment as a contribution for working capital to be collected at the time of settlement of the house by the Buyer or when rented by a Builder to a third party.

SECTION 11

Snow removal assessment for any year when the costs of snow removal shall exceed the budget amount, the Association may levy a snow removal assessment to pay for the difference

between the budgeted amount and the actual amount paid. The amount shall be paid 4/5 of the excess divided equally by lots on the use-in-common driveways and 1/5 of the excess divided equally by the other lots. The amount shall be due thirty (30) days after presentment.

SECTION 12

The Association may require a fee for electronic payments of assessments.

ARTICLE VI: REPAIR AND MAINTENANCE OF LOTS AND COMMON DRIVEWAY AND PRIVATE ROADS EASEMENTS

SECTION 1

The owner of each Lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed, and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management. In the event the Owner of a lot shall fail to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the lot, upon demand. All unreimbursed costs shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article V of this Declaration.

SECTION 2

The Association shall provide snow removal for the private drives, use-in-common driveways, private roads, driveways, pullovers and turn-about not in the public rights of way. The amount of snow accumulation which will require snow removal shall be in the sole and absolute discretion of the Association. All Lot Owners shall remove all vehicles from the driveway area in order to facilitate snow removal. The snow removal obligation contained herein is not in denigration of the Declaration of Maintenance Obligation filed.

SECTION 3

The Association may but is not obligated to resolve any disputes between the owners as to their obligations under the aforementioned declaration. All owners must agree in writing to allow the Association to do so and its decision shall be binding.

SECTION 4

The Association shall maintain those areas on the Property designated on the Plats as Open Space Lots as well as the Sign Easements. Also, the Association shall, in accordance with the standard in the industry and the restrictions imposed by Howard County, maintain the Open Space Lots and shall supply electricity or lighting by any other means such as photovoltaic cells, to any signs and/or columns placed on the Easement Area and maintain the signs and/or columns and the vegetation on the Sign Easement Areas.

SECTION 5

Developer shall have the right to enter onto the premises of any lot owner in order to maintain, replace and/or plant trees in accordance with any requirement of Howard County or the State of Maryland. This right shall continue for six (6) years after the public roads in the subdivision have been dedicated to the County. However, Developer shall not be responsible for any other trees on any Lot within the Property, except for those planted in accordance with the subdivision plat for the property filed with the County, nor shall it be liable for any damages incurred while replacing the trees.

SECTION 6

Other. Declarant retains a blanket utility easement across the property for the purpose of placing electric, gas, telephone, cable, internet, or drainage facilities within the property.

ARTICLE VII: ARCHITECTURAL CONTROL

No building or structure (whole or part, fence, wall or other structure of any nature or sort), including but not limited to reception dishes, T.V. antennae, mail boxes, porches, decks, sheds, garages, swimming pools, above or below ground, basketball courts, children's play sets or gardens, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, including but not limited to a color change, 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 the Board of Directors of the Association, or by an architectural committee composed on three (3) or more representatives appointed by the Board of Directors to be known as the Architectural Review Committee (ARC). The Board of Directors, at its sole discretion, may change the scope of the ARC's duties from time to time. The ARC may charge for submitting the request and appeal.

In the event said Association, or its designated committee, the ARC, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted by certified mail, return receipt requested, to the Chairman of the ARC, approval will not be required and this Article will be deemed to have been fully complied with. The Association shall delegate its authority to the ARC, as to its duties, to set

standards, rules and regulations which may be changed from time to time, but which must be approved by the majority of the Association.

Approval of the ARC or of the Association is not an approval of the functionality or compliance with any building code of any structure or part thereof.

Any expenses, including legal, experts and like expenses, shall be the responsibility of the Owner. ARC is authorized to hire all personnel necessary to enforce these covenants, restrictions, rules and regulations, but must first obtain the written consent of the Board of Directors.

The Board may adopt from time to time Rules for the use of the lots which may be promulgated among the membership by them in writing and filed in the Homeowners Association Depository, and the Board is hereby authorized further and to impose sanctions, including fines, for violation thereof.

The Association shall have the right to set from time to time fees for filing of the request for review of an application and for an appeal. It may also set fees for any certificates required by any Owner.

No structure previously approved by the Architectural Review Committee shall need to be re-approved in the event the Developer serving as the Board of Directors changes under Article III of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE IX: GENERAL PROVISIONS

SECTION 1

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

SECTION 2

The covenants and restrictions of this Declaration shall run with and bind the Property for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the lots stating that this Declaration shall expire at the end of the then current term. This Declaration may be amended during the first forty (40)-year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded among the Land Records of the jurisdiction referred to in the Recitals to this Declaration.

SECTION 3

Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Developer shall have the absolute unilateral right, power, and authority to modify, revise, amend, or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented during the twelve (12) year development period.

SECTION 4

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The ARC and its agents may enter onto the Lots without permission to perform any acts on the Lots, but on the outside structure only.

SECTION 5

Court Action. In the event a suit to enforce these covenants, conditions and restrictions is required to be filed by the Association or any Owner and it is successful, attorneys' fees, expert expenses and costs shall be awarded against the Owner found to be in default.

SECTION 6

The Association and any member may avail the use of the Maryland Contract Lien Act, Real Property Article 14-201 through 204, or any subsequent act in collecting any monies due under this Declaration of Covenants, Conditions and Restrictions.

ARTICLE X: FAMILY DAY CARE

SECTION 1

A family day care home shall not be allowed on the Property and no home shall be used as a family day care home.

SECTION 2

However, this express prohibition of family day care homes in these covenants and restrictions as to the family day care home may be eliminated by a simple majority of the total eligible voters of the Association in the voting procedures contained in the Declaration or By-Laws of the Association.

ARTICLE XI: ADDITIONAL COVENANTS AND RESTRICTIONS

SECTION 1

All lots shall be used only as allowed by Howard County zoning laws and regulations applicable to the Property. A lot may be only used for residential purposes. It may only be used as a single family residence and not as a rooming house or for transient or hotel purposes. However, this does not preclude up to (3) unrelated people living in the same house. No variance or special exception to the Howard County zoning laws shall be requested by the Owner unless approved by the ARC. Any unapproved variance or special exception not approved by the ARC shall be a violation of these Covenants, Conditions and Restrictions.

SECTION 2

No basement, garage or builder's shack constructed preliminary to the completion of the house shall be used as a residence, temporarily or permanently, and any shack constructed to facilitate the building or permanent improvements approved as hereinafter provided shall be removed within a reasonable length of time after the permanent improvements are completed. No structure may be occupied or used until completed as per approved plans.

SECTION 3

No movable structure of any kind, such as house trailers, campers, RVs or mobile homes, shall be permitted to stand upon any lot; mobile pleasure vehicles and pleasure boats may not be parked on a lot except by written approval of the ARC.

SECTION 4

No noxious or offensive trade or hobby shall be carried on upon any lot nor shall anything be done thereon which shall be a nuisance or annoyance to the neighborhood or adversely affect the peaceful enjoyment of the people in their homes in the area. This does not preclude a builder, from selling houses on the Property and having a model home, sales office or trailer, provided that new houses are still for sale in the Property.

SECTION 5

No animals or fowl of any type, other than common domestic pets, shall be kept on the Property. However, animals permitted shall not be allowed to roam the neighbors' properties or create a nuisance or annoyance to the neighborhood.

SECTION 6

No garbage containers of any sort or form shall be kept in front of the house, except for a reasonable period of time prior to the collection thereof and for a reasonable time after the garbage has been removed. All garbage, trash or litter shall be promptly picked up.

SECTION 7

No unused, inoperable or unlicensed motor vehicles shall be permitted to be parked or stored on the property or in any parking area. This prohibition does not apply to motor vehicles parked in closed garages.

SECTION 8

No motor vehicle of any nature or type, including trailer, tractor or combination thereof which exceeds four tons gross weight, may either be parked or stored on any Lot on the Property or in the street in front of any lot on the Property at any time except while the driver is transacting business at the residence, for example, making a delivery or doing repairs. This prohibition applies whether the vehicle is owned by a resident or not. This restriction does not apply to motor vehicles or equipment being used for the initial construction of the home on that lot.

SECTION 9

All unimproved open areas on any lot shall be maintained, and lawns shall be mowed to a height not exceeding four (4) inches. In addition, patios, walkways, flower gardens, hedges and trees shall be neatly maintained.

SECTION 10

All owners shall comply in displaying any candidate's sign for political office with the times as set out in Real Property Article 11B-11.2., or any subsequent acts.

SECTION 11

Decks, porches, patios and platforms shall be maintained in a neat, safe and orderly manner.

SECTION 12

There shall be no loud or unusual noises; and musical instruments, radios, televisions, record players, phonographs, hi-fi sets, stereos, amplifiers and similar equipment shall be used in such manner as not to disturb the other Lot Owners.

SECTION 13

No outside television or radio aerial, antenna or dish, or other aerial antenna for reception or transmission shall be maintained upon any home without the prior written consent of the Board of ARC, and in no event shall such aerial or antenna be located so as to extend upward above the highest point of the home to which it is attached. No aerial or antenna shall be placed on the outside of any home except on the rear building wall of said home.

SECTION 14

Subject to the Rules of the ARC as to design, color and materials, fences shall only be permitted rearward of the rear wall of any house except as permitted by the Board. Chain link fences, fences over five feet (5') tall and/or privacy fences shall not be permitted on any lot.

SECTION 15

During the period that the Developer has lots to sell, the Builder shall have the right to use one (1) or more of the lots for model homes and management offices or sales offices on the Property for houses to be sold on the Property only. The Builder may during the same period of time while houses are for sale on the Property, erect and maintain appropriate signage in connection with sales on the Property subject to the Developer's approval.

SECTION 16

The Developer or Builder may even after the lot has been sold enter on any lot for the purpose of correcting any violations in reference to Howard County or the State of Maryland's rules, ordinances or regulations or any maintenance or replacement required by the Development Agreement with Howard County, as an example, but not by limitation, watering or replacing trees.

[SIGNATURE PAGES FOLLOW]

WITNESS the hands and seals of the parties hereto on the day first above written.

WITNESS:

[Signature]

DEVELOPER/OWNER:

[Signature] (SEAL)
Kennard Warfield, Jr.

WITNESS:

[Signature]

OWNERS:

[Signature] (SEAL)
Mary Ellen Warfield

ATTEST:

[Signature]

TEN OAKS PROPERTIES, INC.

By: _____ (SEAL)
Kennard Warfield, Jr., President

[Signature]

NVR RYAN, INC.

By: _____ (SEAL)
Name: Thomas E Buescher
Title: Area President, NVR Inc

STATE OF MARYLAND, CITY/COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 27th day of February, 2006, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Kennard Warfield, Jr.**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing to be his act, and in my presence signed and sealed same.

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

[Signature]
Notary Public **Flora J. Trail**

My commission expires: 3/1/2006



STATE OF MARYLAND, CITY/COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 27th day of February, 2006, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Mary Ellen Warfield**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing to be her act, and in my presence signed and sealed same.

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



Notary Public Flora J. Trail

My commission expires: 3/1/2006

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 27th day of February, 2006, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Kennard Warfield, Jr.**, known to me or satisfactorily proven to be, and who acknowledged himself to be, the President of **TEN OAKS PROPERTIES, INC.**, a Maryland corporation, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the company.

AS WITNESS my hand and notarial seal.


Notary Public Flora J. Trail

My commission expires: 3/1/2006

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 27th day of February, 2006, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Thomas L. Buescher, known to me or satisfactorily proven to be, and who acknowledged himself/herself to be, the Area President of NVR RYAN, INC., and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the company.

AS WITNESS my hand and notarial seal.



Flora J. Trail

Notary Public Flora J. Trail

My commission expires: 3/1/2006

THIS INSTRUMENT was prepared by an attorney qualified to practice before the Maryland Court of Appeals.

Ronald L. Spahn

Ronald L. Spahn, Esquire

Warfields II HOA, Declaration, with NVR

IMP FD SURE \$	20.00
RECORDING FEE	75.00
TOTAL	95.00
Rec# HQ02	Rec# 13390
NDR PJR	BLK # 1259
Mar 09, 2006	08:00 am