

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
"COPPER OAKS, SECTION 3, LOTS 1 - 7"**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereinafter the "Declaration"), made this 31st day of AUGUST, 2017, by **LANCASTER CRAFTSMEN BUILDERS, INC.**, a Maryland corporation, hereinafter referred to as "Developer."

WHEREAS, Developer is the owner of certain real property containing 10.02 acres, more or less (\pm), located in the Town, Woodsboro Election District, Frederick County, Maryland, being the same land conveyed by Lawson Properties, LLC, a Maryland limited liability company, unto Developer by a deed dated September 29, 2005 and recorded among the Land Records of Frederick County, Maryland ("land records"), in Book 5628, page 436; being the same land known and designated in the Maryland Department of Assessments & Taxation Real Property System for Frederick County as District 11, Account #282083; Map 0042, Parcel 0182; and being the same land having a street address of 10431 Coppermine Road, Woodsboro, Maryland 21798 (hereinafter the "Property"); and

WHEREAS, Developer intends to subdivide the Property into seven (7) Lots (hereinafter individually a "Lot" or collectively the "Lots"); and

WHEREAS, Developer desires to provide for a common plan of development for said Lots to protect future purchasers of same from depreciation in the value thereof, and to assure such purchasers of uniformity of development of such Lots and improvements that may be constructed thereon; and

WHEREAS, the Declarant has established a general plan for the improvement and development of such Property, and does hereby establish the covenants, conditions, restrictions and easements upon which and subject to which

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3120 Old National Pike
Middletown, MD 21769

all the Lots and portions of such Lots shall be improved or sold and conveyed by them as owners thereof; and

WHEREAS, each and every one of these covenants, conditions, restrictions and easements is and are for the benefit of each Lot in the subdivision and the owner(s) thereof, or any interest therein, and shall inure to and pass with each and every Lot of such subdivision and shall bind the respective successors in interest of the present owner thereof; and

WHEREAS, this Declaration of covenants, conditions, restrictions and easements are and each hereof is imposed upon the Property and are to be construed as restrictive covenants running with title to the Property and to each of the Lots, and the Property and each Lot shall be held, sold and/or conveyed subject to this Declaration.

NOW, THEREFORE, THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS WITNESSETH, that for and in consideration of the premises and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the Developer does hereby establish and impose upon the Property and all of the Lots as shown on any Plat of subdivision of the Property, the following covenants, conditions, restrictions and easements to be enforced by Developer, its successors and assigns, and to be observed by all purchasers and future owners of the Lots, to-wit:

ARTICLE I

COVENANTS, CONDITIONS, AND RESTRICTIONS

1. LAND USE – The Lots, and any building or structure erected on a Lot shall be used for residential purposes only and no building shall be erected, altered, placed or permitted to remain on any Lot other than one single family detached dwelling not to exceed two and one-half stories in height, and a private garage for

not more than three (3) automobiles except as otherwise set forth herein. All garages shall be large enough to accommodate a minimum of two automobiles. No garage or other outbuilding shall be placed, erected or maintained upon any part of any Lot except for use in connection with a residence already constructed or under construction at the time such garage or other outbuilding is placed or erected upon the Lot. No building or structure shall be built for, intended for, used or adapted for use for business purposes, and no commercial or business venture of any kind shall be allowed on any Lot; however, any home occupation or professional office within a house may be permitted if it meets the requirements of the Frederick County and/or Town of Woodsboro Zoning Ordinance or other applicable law or ordinance, and is approved by the Architectural Control Committee. Furthermore, no single-family dwelling or other structure permitted by this Declaration or room or other portion of a single-family dwelling or other structure permitted by this Declaration shall be leased, rented or otherwise permitted to be occupied by anyone other than the owner of the Lot and their immediate family. For purposes of this Declaration, "immediate family" shall mean the Lot Owners, the Lot Owners parents or the Lot Owners children.

2. ARCHITECTURAL CONTROL – No building, fence, wall or other structures shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration 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 the Architectural Control Committee. Applications for approval of plans, specifications, etc. shall be considered upon the basis of conformity with this Declaration and approval or disapproval thereof shall be guided by the extent to which the proposed structure, addition, change or alteration will insure conformity

and harmony in exterior design and appearance based upon, among other things, the following factors:

- A. Nature and durability of material;
- B. Harmony of external design with existing structure;
- C. Choice of color;
- D. Changes in topography, grade elevations and/or drainage;
- E. Factors of public health and safety;
- F. The effect of the proposed structure, addition, change or alteration on the use, or enjoyment of other neighboring properties and/or on the outlook or view from adjacent or neighboring properties;
- G. The suitability of the proposed structure, addition, change or alteration taking into account the general aesthetic values of the surrounding area; and
- H. Landscaping that would hinder any adjacent property views.

The Architectural Control Committee must approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it. All submissions for approvals made to the Architectural Control Committee by Lot Owners shall be in writing. The Committee's approval or disapproval as required in this Declaration shall be in writing. In the event the Committee fails to approve or disapprove plans and specifications within thirty (30) days of submission, approval shall not be required and the related covenants shall be deemed to have been complied with fully. Any construction or alteration begun before submission to the Architectural Control Committee shall be deemed to be disapproved without further action by the Committee and shall be removed upon demand by the Committee or its authorized representative whether said demand is made before or after the completion of the alteration or construction. The Committee shall not be responsible for any structural defects in submitted plans or specifications

or in any building or structure erected according to submitted plans and specifications.

3. ARCHITECTURAL CONTROL COMMITTEE – The Architectural Control Committee shall be composed of one person, namely, Mark G. Lancaster. The Architectural Control Committee’s powers and duties shall be automatically terminated after ten (10) years from the date of this Declaration, unless said ten year period is extended by Developer by means of a written document recorded in the Land Records of Frederick County, Maryland.

4. RESIDENTIAL PURPOSE – No Lot shall be used except for residential purposes, other than for a builder’s construction or sales office during the construction and sales period only.

5. NOXIOUS OR OFFENSIVE ACTIVITIES. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept on any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort and serenity of the occupants of the surrounding properties. All landscaping and grass areas of the Lots shall be regularly maintained to provide a safe, clean, neat appearance.

6. RESTRICTIONS ON BUILDING TYPES. No trailer, mobile home, basement only house, tent, camper, treehouse or other similar temporary living or camping quarters or outbuilding or structure shall be place on any Lot at any time, either temporarily or permanently.

7. DRIVEWAYS/PARKING FACILITIES. All driveway areas from the street to the residence and garage, and all off-street parking facilities, shall be asphalt paving, concrete or brick or cement pavers construction only.

8. STORAGE OF MOTOR VEHICLES. Except for parking within garages, and except as otherwise provided herein, no junk vehicles, commercial vehicles of any kind (including vans used for commercial use), trucks (in excess of one ton) and/or other vehicles requiring a Class A or B, operators license (as defined by the Maryland Department of Motor Vehicles), unlicensed unregistered or inoperable motor vehicles (which shall include, without limitation, any vehicles which would not pass applicable State inspection criteria), or machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling) shall be kept upon a Lot nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. No more than four (4) vehicles of any kind whatsoever shall be parked or allowed to stand outside of the garage, except to accommodate visiting family members or other guests, on a sporadic and non-regular basis.

9. ADDITIONS – No building, accessory building or structure, shed, awning, porch or porch covering, swimming pool, garage, driveway, fence, screens, walls or other structures, shall be allowed, constructed or altered upon any property or dwelling thereon without the plans and specifications of such having been approved by the Architectural Control Committee, as to the quality of workmanship, design, colors and material and harmony of the same with the project as a whole. No structure built on any of the said properties shall have any part of the exterior, including the front door and trim, painted without the proposed color thereof having been approved by said Architectural Control Committee.

10. FENCES – No fence, wall, hedge or shrub border shall be maintained at a height in excess of such height limitations as shall be established by the Architectural Control Committee, which height shall not exceed height limitations as imposed by the land use regulations of Frederick County or the Town of

Woodsboro, Maryland. Such fence, wall, hedge, or shrub border shall not be erected in such a manner as to obstruct vision of motorists. Nothing in this section shall be construed as to waive the general requirements of Articles II and IV pertaining to Architectural Control Committee approval. Notwithstanding anything to the contrary contained herein, no "chain-link" fences of any height, color or material shall be permitted to be erected upon any of the Lots subject to this Declaration.

11. LAUNDRY – No exterior clothesline or hanging device shall be permitted except an umbrella type clothes dryer with a diameter not exceeding seven (7) feet, for use in the rear of dwellings only shall be allowed upon any property. All such clothes devices shall be stored within the dwelling except when actually in use.

12. FLOOR AREA – The minimum floor area for dwellings permitted upon any Lot shall be determined by the Architectural Control Committee pursuant to its review and approval as set forth in Paragraph 2 above.

13. STORAGE OF EQUIPMENT – No boats on cradles or trailers, or recreational or house-trailer shall be parked on the street, driveways, or yards for more than 24 hours and equipment storage shall be screened or enclosed.

14. NUISANCES – No noxious or offensive activity shall be carried on upon the properties, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

15. ANIMALS – No animals, livestock, or poultry of any kind shall be raised, bred or kept on any property, except that dogs, cats or other usual household pets may be kept provided they are not kept, bred or maintained for commercial purposes. All pets shall be strictly restricted to the premises of the owner unless on a leash or otherwise under effective restraint.

16. TRASH – No lumber materials, bulk materials, refuse or trash shall be kept, stored, or be allowed to accumulate on any Lot, except as building materials during the course of construction, maintenance, or repair, by the Developer or its authorized builders, of any approved structure. Lot owners may store materials for construction, repair or maintenance provided such storage is approved by the Architectural Control Committee. Trash, garbage or other waste shall not be kept except in sanitary containers and such shall not be permitted to remain in public view except for the days of trash collection. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Trash and recycle containers shall be placed at the end of driveways at street and removed within twenty-four (24) hours before and after pick up.

17. SUBDIVISION. No Lot or dwelling shall be divided or subdivided and no portion of any Lot or dwelling, other than the entire Lot or dwelling, shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Declarant or any other person for any purpose.

18. ANTENNAS AND AERIALS. No outside television aerial, radio antenna, satellite dishes greater than eighteen inches (18") in diameter, or other aerial or antenna for either reception or transmission, shall be maintained upon the Property, except that such aerials, antenna or dishes may be erected and maintained within the dwellings located upon any Lot.

19. ZONING – Nothing contained in this Declaration shall be construed to waive or modify any or all applicable requirements of the Frederick County and/or Town of Woodsboro Land Use Ordinances and any and all other applicable

state, county and local laws, rules and regulations, and any use of the Lots conveyed shall be in accordance therewith.

20. VALIDITY – Invalidation of any one or more of the covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any of the other provisions herein.

21. COVENANTS RUN WITH THE LAND – This Declaration and the covenants, conditions, restrictions or easements set forth herein shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this Declaration is first recorded, after which time this Declaration shall be automatically extended for a successive period of ten (10) years unless and until an instrument signed by a majority of the then record owners of the Lots subject to this Declaration (casting one vote for each Lot so owned) has been recorded, by which said covenants, conditions, restrictions or easements in whole or in part, are terminated.

22. AMENDMENTS TO COVENANTS. This Declaration may only be amended by the recording of an instrument among the Land Records of Frederick County, Maryland signed by all of the owners of the Lots, provided, however, that no such amendment shall be effective unless written notice of the proposed amendment is sent to every Lot owner.

23. ENFORCEMENT – The Developer, its successors or assigns, or any Lot owner shall have the right to enforce these covenants, conditions, restrictions and easements by legal proceedings against any person or persons, corporation or corporations, violating or attempting to violate any covenant, either to restrain, violate or to recover damages or both. Frederick County and/or Town of Woodsboro shall also have the right, in its sole and exclusive discretion, to enforce the within covenants, conditions, restrictions or easements to the extent it is authorized by law to do so. If any Lot owner (including the Developer) enforces

this Declaration by way of judicial proceedings and is the prevailing party, then said Lot owner shall be entitled to recover reasonable attorneys' fees from the Lot owner found in violation. In addition, upon a breach of any covenant, condition, restriction or agreement herein contained, the Developer, its successors or assigns, shall have the right upon no less than five (5) days prior written notice sent to the Lot owner or posted on the applicable premises to enter the property upon which said violation exists and summarily to abate or to remove such violation. Such entrance, abatement or removal shall be at the sole cost and expense of the owner of the Lot in violation, and the Developer, its successors or assigns, shall in no event thereby be rendered responsible or liable for any damages or injuries to persons or to property thereby resulting. Failure by the Developer or any land owner to enforce any restriction, condition or covenant herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

ARTICLE II

RESERVED EASEMENTS

1. UTILITIES – Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Developer and its successors and assigns, within ten (10) feet of all Lot lines (front, sides and rear) of each Lot for the installation and maintenance of utilities, storm water management and storm drain facilities, both above, on, and below the surface. No structure, planting or other material shall be placed or permitted to remain within the easement area hereby reserved or within any utility or similar easements shown on any Plat of subdivision of the Property or described in any instrument recorded among the Land Records for Frederick County, Maryland, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels located within such easements, or which

may obstruct or retard the flow of water through drainage channels located within such easements. Any such easement area located on a Lot and all improvements located therein shall be maintained continuous by the owner of such Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by the Developer of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Developer's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Developer to thereby convey or release the easements.

2. FOREST CONSERVATION – Forest conservation easements are hereby reserved by the Developer and its successors and assigns over the Lots and/or the Property. Developer, its successors and assigns, shall at all times have a right to enter said easement and right of way areas for the purpose of inspecting and/or maintaining or replacing vegetation within the forest conservation area, the right of entry to be along the easement area as designated in that certain Forest Resource Deed of Easement/Maintenance Covenants & Agreement dated July 7, 2016 and recorded among the land records of Frederick County, Maryland in Book 11283, page 437.

ARTICLE III

MISCELLANEOUS

1. DEFINITION OF DEVELOPER – Developer shall mean **LANCASTER CRAFTSMEN BUILDERS, INC.**, its successors and assigns, or any representative that they may designate in writing.

2. SINGULAR TO INCLUDE PLURAL – Whenever herein used, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders.

3. NOTICES/REQUESTS – All applications or requests for approval of the Architectural Control Committee including any plans, specifications, etc., required for Architectural Control Committee review, and any notice to the Architectural Control Committee, the Developer or Developer’s successor in interest as provided for in this Declaration shall be forwarded by first-class mail to: Mark G. Lancaster, c/o Lancaster Craftsmen Builders, Inc., 3120 Old National Pike, Middletown, MD 21769-8807.

AS WITNESS the hand and seal of the Developer, Lancaster Craftsmen Builders, Inc., by its President the day and year first above stated.

WITNESS:

LANCASTER CRAFTSMEN BUILDERS,
INC., a Maryland Corporation



By: 
Mark G. Lancaster, President

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

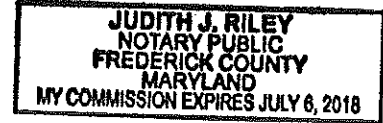
I hereby certify that on this 31ST day of AUGUST, 2017, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mark G. Lancaster, President of Lancaster Craftsmen Builders, Inc., the Developer, and he did acknowledge that: (i) the foregoing Declaration of Covenants is the act and deed of Lancaster Craftsmen Builders, Inc.; (ii) he is President of Lancaster Craftsmen Builders, Inc.; (iii) he has

the authority to make this acknowledgement on its behalf; and (iv) Lancaster Craftsmen Builders, Inc. made the foregoing Declaration of Covenants for Zero (\$-0-) consideration payable.

WITNESS my hand and Notarial Seal.

Judith J. Riley
Notary Public

My Commission Expires: 7/6/18



I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER THE SUPERVISION OF THE UNDERSIGNED, AN ATTORNEY DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF THE STATE OF MARYLAND.

John L. Thompson, Jr
John L. Thompson, Jr

CONSENT, SUBORDINATION & GRANT BY PRESIDENTIAL BANK, FSB

The undersigned Lienholder does hereby agree and consent to the execution and recordation of this Declaration and does hereby further agree that the terms contained herein shall be subordinate to, and shall survive any foreclosure sale under, the following instruments:

Its Deed of Trust & Security Agreement ("DOT & SA") dated November 30, 2000 by and between Lancaster Craftsmen Builders, Inc. as grantor, Presidential Bank, FSB as beneficiary and A. Bruce Cleveland & John Schomer as trustees and recorded among the land records in Book 2786, page 761;

That certain First (1st) Amendment to the DOT & SA dated February 27, 2001 and recorded among the land records in Book 2821, page 272;

That certain Second (2nd) Amendment to the DOT & SA dated November 30, 2001 and recorded among the land records in Book 3010, page 419;

That certain Third (3rd) Amendment to the DOT & SA dated April 19, 2002 and recorded among the land records in Book 3126, page 843;

That certain Fourth (4th) Amendment to the DOT & SA dated September 9, 2002 and recorded among the land records in Book 3248, page 303;

That certain Fifth (5th) Amendment to the DOT & SA dated October 1, 2002 and recorded among the land records in Book 3282, page 188;

That certain Sixth (6th) Amendment to the DOT & SA dated December 20, 2002 and recorded among the land records in Book 3455, page 744;

That certain Seventh (7th) Amendment to the DOT & SA dated April 3, 2003 and recorded among the land records in Book 3680, page 537;

That certain Eighth (8th) Amendment to the DOT & SA dated May 6, 2003 and recorded among the land records in Book 3751, page 109;

That certain Ninth (9th) Amendment to the DOT & SA dated May 6, 2003 and recorded among the land records in Book 3751, page 96;

That certain Tenth (10th) Amendment to the DOT & SA dated March 27, 2003 and recorded among the land records in Book 3816, page 656;

That certain Eleventh (11th) Amendment to the DOT & SA dated August 12, 2003 and recorded among the land records in Book 4050, page 507;

That certain Twelfth (12th) Amendment to the DOT & SA dated December 10, 2003 and recorded among the land records in Book 4318, page 7;

That certain Thirteenth (13th) Amendment to the DOT & SA dated March 17, 2004 and recorded among the land records in Book 4498, page 14;

That certain Fourteenth (14th) Amendment to the DOT & SA dated July 15, 2005 and recorded among the land records in Book 5440, page 742;

That certain Fifteenth (15th) Amendment to the DOT & SA dated September 29, 2005 and recorded among the land records in Book 5628, page 440; and

That certain Corrective & Confirmatory Deed of Trust & Security Agreement dated December 10, 2015 and recorded among the land records in Book 10982, page 484.

PRESIDENTIAL BANK, FSB

by:

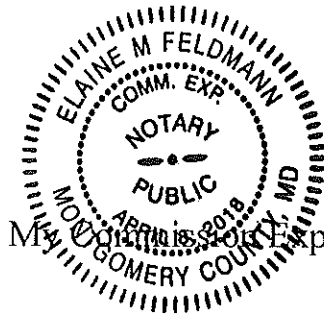
X Joan C. Price (SEAL)
Joan C. Price, Vice President
 Agent & Authorized Representative

STATE OF MARYLAND, COUNTY OF Montgomery

On this 5th day of September, 2017, before me, the undersigned, personally appeared Joan C Price, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and who acknowledged that: (i) Presidential Bank, FSB is the holder of

the indebtedness secured by the DOT & SA; (ii) he/she is an agent and authorized representative of Presidential Bank, FSB; (iii) he/she, as an agent and authorized representative of Presidential Bank, FSB and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Presidential Bank, FSB; and (iv) Presidential Bank, FSB agreed and consented to the execution and recordation of this Declaration for Zero (\$-0-) consideration payable.

In witness whereof, I hereunto set my hand and official seal.



Elaine M. Feldmann
Notary Public

My Commission Expires: April 8, 2018

DK 12034 960411

LR - Covenant
Recording Fee 75.00
Declarant Name:
Yanaster craftsman
builders
Ref: 12034/395
LR - Covenant
Surcharge 40.00
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| | |
|-----------|--------|
| SubTotal: | 115.00 |
| ===== | |
| Total: | 115.00 |

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Frederick
County/CC08.01.03 -
Register 03



DOCUMENT VALIDATION

(excluded from page count)

CIRCUIT COURT FOR FREDERICK COUNTY

SANDRA K. DALTON
100 WEST PATRICK STREET
FREDERICK, MD 21701

LICENSE AND RECORDING
301-600-1976