

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF

REDWOOD OF WILDEWOOD ASSOCIATION, INC.

THIS DECLARATION, made on the 26th day of July, 1988, by PARAGON BUILDERS, INC., hereinafter referred to as "Declarant."

12:04PM07/27/88 C.&R. \$44.00

W I T N E S S E T H :

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 Neighborhoods Three & Four - Cluster Four, REDWOOD OF WILDEWOOD, and is shown on the Plat by Larry O. Day, Registered Professional Land Surveyor, which is recorded in Plat Liber M.R.B. No. 029, folio 030, among the Plat Records of St. Mary's County, Maryland, and more particularly described as follows:

BEGINNING at a point on the northwesterly side of Wildewood Parkway, 70 ft. right-of-way; said point being the westerly corner of Red Cedar of Wildewood, Cluster Four Plat One; thence RUNNING with said Red Cedar of Wildewood and property herein described S 34 deg 04 min 18 sec E a distance of 232.94 ft. to a point; thence by the same S 63 deg 05 min 00 sec E a distance of 291.59 ft. to a point; thence by the same S 72 deg 44 min 42 sec E a distance of 197.93 ft. to a point; thence by the same S 56 deg 20 min 40 sec E a distance of 524.06 ft. to a point; thence by the same S 07 deg 46 min 52 sec W a distance of 81.25 ft. to a point; thence by the same S 44 deg 03 min 39 sec E a distance of 194.13 ft. to a point; thence by the same S 43 deg 26 min 59 sec E a distance of 261.71 ft. to a point; thence leaving said Red Cedar and RUNNING S 71 deg 42 min 05 sec W a distance of 448.90 ft. to a point; thence S 69 deg 24 min 36 sec W a distance of 311.47 ft. to a point; thence N 75 deg 33 min 21 sec W a distance of 1175.32 ft. to a point; thence N 09 deg 24 min 42 sec W a distance of 435.46 ft. to a point; thence N 48 deg 58 min 05 sec W a distance of 350.00 ft. to a point; thence N 41 deg 01 min 55 sec E a distance of 235.00 ft. to a point; thence N 48 deg 58 min 05 sec W a distance of 70.00 ft. to a point on the line of Hickory Nut of Wildewood, Cluster Three Plat Seven; thence RUNNING with said Hickory Nut N 41 deg 01 min 55 sec E a distance of 650.00 ft. to a point at the southwesterly terminus

of AFORESAID Wildewood Parkway; thence with said terminus S 48 deg 58 min 05 sec E a distance of 70.00 ft. to the place of BEGINNING.

Containing 41.071 acres of land, subject to a title search and to any and all rights-of-ways 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 and such other land as is included in and 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 REDWOOD OF WILDEWOOD ASSOCIATION, INC., its successors and assigns, to be formed.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within 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 if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

## ARTICLE II

### REDWOOD OF WILDEWOOD ASSOCIATION, INC.

Section 1. Establishment of the Association. After the recording of this document, the REDWOOD OF 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 as set forth in the Articles of Incorporation of the 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 each 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 (3) 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 earlier.

- (a) When the total votes outstanding on the Class "A" membership equals the total votes outstanding in the Class "B" membership, or
- (b) on June 1, 1992.

### 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 to 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 subject to 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. Obligation of the Association. The Association, subject to the rights of the owners 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 ASSESSMENTS 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 assessments, together with interest, costs,

and reasonable attorney's fees, shall be collected and shall become a continuing lien upon the property against which each such assessment is made in accordance with appropriate law for the collection of any assessment and the establishment and enforcement of such liens. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. 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, including but not limited to the maintenance of Redwood Lane, and other streets, lanes and ways within the subject land area, should the same not come under public ownership.

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 ONE HUNDRED SIXTY AND 00/100 DOLLARS (\$160.00).

(a) From and after January 1 of the year immediately following the 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 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class 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 for 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 purposes 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 its 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 of 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 lieu 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 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, antenna) 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 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) Restriction on Further Subdivision. No lot upon which a living unit has been constructed shall be further subdivided or separated into smaller lots by any owner, 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.

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, parking, pedestrian walkways, water, sewers, gas, telephones, 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, install and maintain facilities and equipment on 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 or 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 five 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 any lot 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 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 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. Declarant Reservations and Annexation. Declarant reserves the exclusive right to annex additional residential properties and Common Area to this Declaration and the subject properties until April 1, 1991. Declarant further reserves the right to subject the properties herein and any annexed properties to a Master Association until April 1, 1991. Thereafter additional residential property and common area may be annexed to the property with the consent of two-thirds (2/3) of each class of members.

ATTEST:

  
Secretary

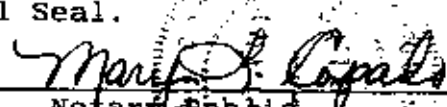
PARAGON BUILDERS, INC.

by:   
Edmund W. Wettengel, President

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

I HEREBY CERTIFY, that on this 26 day of July, 1988, 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 REDWOOD OF WILDEWOOD ASSOCIATION, INC. to be his act, and the corporate act of the Corporation.

WITNESS my hand and Notarial Seal.

  
Notary Public

My Commission Expires: 7/1/90