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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BEN OAKS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration"), dated this 12th day of July, 2006, by CALVERT, LLC, a Maryland limited liability company, (hereinafter sometimes referred to as the "Declarant"), THOMAS L. STARKEY, TRUSTEE (hereinafter sometimes referred to as the "First Trustee"), and THOMAS K. GEORGE and TIMOTHY J. REYNOLDS, TRUSTEES (hereinafter sometimes referred to as the "Second Trustees").

IMP FD SUR \$2 20.00
RECORDING FEE 75.00
TOTAL 95.00
Ret # 43776
EWA CLN Blk # 1601
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RECITALS

A. The Declarant is the owner of those parcels of land in the 10th Election District of St. Mary's County, Maryland which are more particularly described on Exhibit A attached hereto and made a part hereof (collectively the "Property").

B. The First Trustee is the trustee named in a Deed of Trust (the "First Deed of Trust") on the Property from the Declarant dated November 30, 2006, which Deed of Trust is recorded in Liber EWA No. 2675, folio 010, one of the Land Records of St. Mary's County, Maryland. Said Trustee is joining herein for the purpose of subordinating the First Deed of Trust to the legal operation and effect of this Declaration.

C. The Second Trustees are the trustees named in a Deed of Trust (the "Second Deed of Trust") on the Property from the Declarant dated November 30, 2006, which Deed of Trust is recorded in Liber EWA No. 2675, folio 021, one of the Land Records of St. Mary's County, Maryland. Said Trustee is joining herein for the purpose of subordinating the Second Deed of Trust to the legal operation and effect of this Declaration.

D. Although the Declarant shall have the absolute right to acquire and subdivide additional lands, from time to time as hereinafter provided, and to subject such additional lands to the operation and effect of this Declaration, it shall be under no obligation to do so.

E. The Declarant desires to subject the Property to the covenants, conditions, assessments and restrictions set forth herein for the purpose of protecting the value and desirability of the Property and the Lots, and for the purpose of distributing among the Lot Owners the cost of maintaining and operating any Common Areas, and any improvements constructed thereon.

ARTICLE I

DEFINITIONS

- (a) ~~“Association” means Ben Oaks Homeowners Association, Inc.~~
- (b) “Common Area” or “Common Areas” refers to and includes the following:
- (1) That area of the Property which is designated and described as “Open Space Parcel A” on a plat entitled “Sheet 2 of 6, PHASE ONE, BEN OAKS”, duly recorded among the Plat Records of St. Mary’s County, Maryland in Plat Book EWA No. 59, Plat 64.
 - (2) That area of the Property which is designated and described as “Open Space Parcel B” on a plat entitled “Sheet 5 of 6, PHASE ONE, BEN OAKS” duly recorded among the Plat Records of St. Mary’s County, Maryland in Plat Book EWA No. 59, Plat 64.
 - (3) That area of the Property which is designated and described as “Open Space Parcel C” on a plat entitled “Sheet 6 of 6, PHASE ONE, BEN OAKS” duly recorded among the Plat Records of St. Mary’s County, Maryland in Plat Book EWA No. 59, Plat 64.
 - (4) Those areas of land at the intersection of Ben Oaks Drive and Maryland Route 5 which are set aside and reserved for the erection and maintenance of entrance signs and/or monuments for Ben Oaks Subdivision to the extent such areas are made available, by easement or otherwise, to the Association for such purposes.
- (c) “Ben Oaks Subdivision” refers collectively to all land which is at any time subjected to this Declaration pursuant to Article II hereof and shown on Record Plats of Ben Oaks Subdivision.
- (d) “Declarant” means Calvert LLC and any successors or assigns thereof to who it shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, and/or to whom it shall expressly transfer and assign all of its rights, title and interest under this Declaration, or any amendment or modification hereto.
- (e) “Designated Additional Land” refers to those lots, tracts or parcels of land which are described on Exhibit B attached hereto and made a part hereof.
- (f) “Lot” means and refers to any residential estate site or building lot (shown on the Record Plats of Ben Oaks Subdivision), or portions thereof, which is a part

of the Property and on which a residential dwelling may be erected in conformance with the provisions of this Declaration.

(g) "Owner" (sometimes referred to in the neuter gender) 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 be created or established. If more than one 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.

(h) "Property" initially means all of the land which is collectively described in paragraph A of the Recitals to this Declaration. The term "Property" shall also refer to and include any and all lands which are hereafter subjected to this Declaration and incorporated in the Ben Oaks Subdivision pursuant to Article II hereof.

(i) "Record Plats of Ben Oaks Subdivision" or "Subdivision Plats" refers to any subdivision plat of any land which is at any time made subject to this Declaration and which has been properly recorded among the Land or Plat Records of St. Mary's County, Maryland. Initially the only Record Plats of Ben Oaks Subdivision are those which are referenced in Exhibit A to this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

AND ADDITIONS THERETO

SECTION I

All of the Lots and all of the Property which are described in Exhibit A to this Declaration shall be held, occupied, transferred, sold and conveyed subject to this Declaration.

SECTION II

Additional lands ("Property") may be subjected to this Declaration and incorporated as a part of Ben Oaks Subdivision in the following manner:

A. The Declarant, its successors and assigns, shall have the absolute right, for a period of fifteen (15) years from the date of this Declaration, to subject to the

operation and effect of this Declaration, and to incorporate as a part of Ben Oaks Subdivision, such portion or portions of the Designated Additional Land as it, in its absolute discretion, may deem appropriate. Such additional lands may consist of Lots, Common Areas or acreage.

~~The additions authorized under this, Section II A, shall be made by recording among the Land Records of St. Mary's County, Maryland, a supplement or amendment to this Declaration which needs to be executed only by the Declarant and the owner of such additional land (if the Declarant is not the owner thereof); which supplemental or amended Declaration shall describe the additional land to be annexed and state that it shall be subject to this Declaration. The additions authorized by this, Section II A, shall not require the approval of the Association or any Owner.~~

B. Upon the written approval of the Association after the Association has obtained 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 land who desires to subject such land to the operation and effect of this Declaration may do so by recording among the aforesaid Land Records a supplement or amendment to this Declaration describing the additional land to be annexed and stating that it is subject to this Declaration.

C. Any such supplement or amendment to this Declaration, as provided in paragraphs A and B above, may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary or appropriate to reflect the different character, if any, of the added Property, provided that they are not inconsistent with this Declaration. In no event shall any supplement or amendment 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 such supplement or amendment.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION I

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 II

The Association shall have two classes of voting membership:

CLASS A. Except for the Declarant (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 vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The Declarant shall not be a Class A member so long as it is a Class B member.

CLASS B. The Class B member shall be the Declarant. The Class B member shall be entitled to cast three (3) votes per Lot for each Lot owned by it at any given time (including additional Lots which may be hereafter subjected to this Declaration), in all proceedings in which action shall be taken by members of the Association:

The vote of any Class A member comprised of two 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 vote per Lot for each Lot owned by them.

The Class B membership in the Association shall cease and convert to Class A memberships in the Association on the tenth 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.

ARTICLE IV

COMMON AREAS

SECTION I

The Declarant shall grant and convey the Common Areas to the Association, and the latter shall take and accept same from the Declarant not later than the date on which all of the Lots shown on the Subdivision Plats are conveyed to Owners.

The Association shall hold the Common Areas conveyed to it subject to the following:

(a) The reservation to the Declarant, its successors and assigns, to the beds, in fee, of all streets shown on the Subdivision Plats which include any part of the Common Areas so conveyed.

(b) The reservation to the Declarant, its successors and assigns, of the right to lay, install, construct and maintain, 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 and other public utilities or quasi-public utilities deemed necessary or advisable to provide 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 Common Areas for such purposes and making openings and excavations therein.

(c) The reservation to the Declarant, its successors and assigns, of the right to enter upon any Common Area conveyed to the Association for the purpose of constructing or completing the construction of improvements upon and the landscaping of the Common Areas.

(d) The reservation to the Declarant, 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 Common Area conveyed to the Association.

SECTION II

The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs or other seating facilities, community signs, fences and walls, walkways, roadways, and playground equipment; and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained thereon for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

SECTION III

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

SECTION IV

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon (including, specifically, any community signs which may be erected at the entrance of Ben Oaks Drive), all at its own cost and expense. It shall also be the

responsibility of the Association to repair, maintain and replace, if necessary, any stormwater management devices, structures or facilities which are erected or placed on any Common Area.

SECTION V

The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin the breach or violation, or to enforce the performance of any term, condition, provision, rule or regulation. The Association and the Declarant shall each have the right to summarily abate and remove any breach or violation by any Owner at the cost and expense of the Owner.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

SECTION I

The Declarant shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of the Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner shall hold its Lot subject to the following:

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to each Lot. The right to the use and enjoyment of the Common Areas shall be subject to: (i) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against its Lot remains unpaid, or (b) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

SECTION II

Any Owner may delegate, in accordance with the By-Laws of the Association, its right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of its family, its tenants, or to contract purchasers who reside on its Lot.

SECTION III

Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to the use of the Common Areas as such rules, regulations and restrictions are from time to time adopted by the Association for the safety care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

SECTION IV

The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by three-fourths (3/4) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VI**COVENANT FOR ASSESSMENT****SECTION I**

The Declarant, for each Lot owned by it within the Property, from time to time, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to it, 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 and charges to be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest at the rate of twelve percent (12%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall constitute a lien against the Lots to which they apply and 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 II

The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of its members, for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, and in connection with the enforcement of this Declaration.

SECTION III

Until December 31st of the year in which the Common Areas are conveyed to the Association, the annual assessment shall be \$300.00 per Lot which shall be the maximum assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by five percent (5%) 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 five percent (5%) 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.

Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which the Declarant is the Owner on January 1st of the year to which the assessment pertains, shall equal fifteen percent (15%) of the annual assessment or charge made or levied against any other Lot on the Property, it being intended that the Declarant shall not pay more than fifteen percent (15%) of the per Lot annual assessment established by the Association under this section.

SECTION IV

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 costs of any construction, reconstruction, repair or replacement of any capital improvement located on any Common 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.

SECTION V

~~Except as provided in Section III of this Article, and in Section VII of this Article, annual assessments must be fixed at a uniform rate for all Lots.~~

SECTION VI

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections III or IV 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 such meeting, the presence of members, or of proxies, entitled to cast seventy-five percent (75%) 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.

SECTION VII

The annual assessments shall commence on the first day of the month following the conveyance of a Lot to an Owner other than the Declarant. 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 thereof. 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 III of this Article as the remaining number of months in that calendar year bears to twelve.

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 for any special assessment levied under Section IV shall be fixed in the resolution authorizing the special assessment, provided, however, that such due date shall be at least 45 days after the date of such resolution.

SECTION VIII

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 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 date of delinquency at the rate

of twelve percent (12%) 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 attorney's 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 its Lot which results from its failure to pay an assessment on the due date thereof.

SECTION IX

The lien for 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 which thereafter become due, nor from the lien of any such subsequent assessments.

No Owner may waive or otherwise escape liability from the assessments provided for herein by non-use of the Common Areas or abandonment of its Lot.

ARTICLE VI

REPAIR, MAINTENANCE AND USE OF LOTS

SECTION I

No improvements of any character (referred to in this Article VI as "Improvement" or "Improvements") shall be erected and none begun, nor any change made in the exterior design of such Improvements after the original construction has begun on any Lot unless and until the cost, type and size thereof; materials to be used in construction; exterior color scheme; exterior lighting; plans, specifications and details thereof, and Lot plans, showing the proposed location of all Improvements upon the Lot; final Lot grades; and details of the driveway shall have been approved in writing by the Declarant and copies of said plans, specifications, and details shall have been lodged permanently with the Declarant. Lot plans submitted to the Declarant shall have a scale of not less than 1-inch for every 20-feet, elevations shall be on a scale of not less than ¼ inch for each foot; and floor plans, etc., shall have a scale of not less than ¼ inch for each foot. Improvements as used herein is intended to mean Improvements of every kind and character which shall be placed upon a Lot. Plans may be disapproved by the Declarant for any reason, including purely aesthetic reasons.

SECTION II

The Declarant expressly reserves unto itself the sole and exclusive right to establish grades and slopes on all Lots and to fix the grade at which any dwelling or other Improvement shall hereafter be erected or placed thereon so that the same shall conform to a general plan, subject only to compliance with the regulations of public authorities having control thereof.

(a) It shall be the responsibility of each Lot Owner to control its own storm water.

SECTION III

No residential structure shall be erected or placed on any Lot which does not include a garage under such dwelling, or a closed garage attached to such dwelling or connected thereto by a breezeway.

(a) The exterior of every structure or Improvement which has been approved by the Declarant for erection or placement on a Lot must be completed within one (1) year of the date on which the construction thereof commenced. In the event that construction of an Improvement is not commenced within six (6) months after approval of the plans and specifications therefor by the Declarant, such plans and specifications shall be resubmitted for approval and shall be subject to complete reconsideration by the Declarant.

SECTION IV

No tree lying outside of the approved building and driveway areas on a Lot having a diameter of more than four inches measured two feet above ground level shall be removed without the approval of the Declarant.

SECTION V

No offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon, or in any appurtenant waterways, which may be or become an annoyance or nuisance to the neighborhood. There is to be no work on, dismantling or repairing of any type of vehicle in front of any dwelling located on any Lot.

SECTION VI

No tent, temporary structure, or construction trailer of any kind may be erected on or moved to any Lot without the prior written approval of the Declarant, except a contractor's shed or trailer which is to be used only during construction of the

permanent Improvements upon the Lot, and such contractor's shed or trailer shall be removed upon the completion of such permanent Improvements.

SECTION VII

Except as otherwise herein provided, no inoperable vehicles or other vehicles on which current registration plates are not displayed, vehicles which exceed twenty-five (25) feet in length and/or vehicles which have three (3) or more axles, trailers, house trailers, or other similar vehicles, 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/or maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas) shall be kept upon any part of the Property; nor shall the repair or extraordinary maintenance of motor vehicles be carried out on any part of the Property. Notwithstanding the foregoing, boats on trailers, campers, Winnebagos or other similar recreational vehicles may be permitted on a Lot provided that the Lot Owner first obtains the approval of the Declarant. Any such approval by the Declarant may be subject to conditions, including, but not limited to, conditions which are designed to ensure that such recreational vehicles are adequately screened from the view of neighboring properties and nearby roadways.

SECTION VIII

No use of licensed or unlicensed motorcycles, motor scooters, motor bikes, mini-bikes, go-carts, four wheelers, and other types of motor powered vehicles shall be permitted upon any Lot or any part of the Property at any time.

SECTION IX

The discharge of any type of firearm, and all types of hunting (including with bow and arrow) and trapping shall be strictly prohibited on any part of the Property.

SECTION X

No sign of any kind, except one professionally made sign of not more than one (1) square foot shall be displayed to public view on any Lot without the prior written approval of the Declarant and any such sign shall only contain the name of the occupant of the residence, and/or the name of the residence. Modest "For Sale" post signs (not exceeding 2' x 3' in size) shall be exempt from this restriction.

SECTION XI

The Declarant shall furnish and install a mailbox for each Lot at the expense of its Owner. Any replacements and/or substitutions therefor shall require the approval of the Declarant.

SECTION XII

No main residential structure shall be permitted on any Lot closer to the boundary thereof than the minimum building restriction line as established by the Subdivision Plats.

SECTION XIV

No exterior lighting or sound shall be directed outside the boundaries of any Lot.

SECTION XV

Except as otherwise permitted by any State or Federal law or regulation, all television antennae shall be located within the interior of a dwelling unless hardships involved make it necessary to use other locations, in which event the location and design of the antennae must be approved in writing by the Declarant prior to the installation thereof.

SECTION XVI

No animals or poultry of any kind other than the usual household pets such as dogs, cats, or caged birds, shall be kept or maintained on any part of a Lot. Dogs or other allowable pets shall not be permitted to run loose within the Property. There shall be no boarding of horses or any other commercial enterprise involving animals allowed at any time on any Lot.

SECTION XVII

No fill, stumps, trash, grass clippings, or other refuse of any kind, shall be placed on any Lot, or any part of the Property. The Declarant, or its agents, shall have the right to enter upon any Lot to remove the same, as well as the right at all reasonable times to cut and remove any grass, weeds, or undergrowth on any Lot deemed by the Declarant to be unsightly.

SECTION XVIII

No fence or wall of any kind shall be erected, placed, maintained, or permitted to remain upon a Lot, unless and until the written consent of the Declarant has been obtained therefor.

SECTION XIX

Well drilling for oil development operations, refining, mining operations of any kind, and/or quarrying, shall not be permitted upon any of the Lots, nor shall oil

wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Lots covered by these covenants, except for water wells and once any such well is drilled there shall be no above-ground derricks or rigs permitted in connection therewith.

SECTION XX

No burning of any trash or debris and no accumulation or storage of litter, lumber, scrap metal, refuse, bulk materials, or trash of any kind shall be permitted on any Lot or on the Common Areas. This restriction shall not be deemed to apply to any unimproved Lots which are owned by the Declarant.

SECTION XXI

Garbage, trash and other refuse shall be placed in covered receptacles which are adequately screened from neighboring properties. Such receptacles shall not be permitted to remain anywhere in view from public roadways except on the days of trash collection within the subdivision.

SECTION XXII

A child day care facility shall be permitted to operate on a Lot provided that it is operated at the home of the Lot Owner and only for children who actually reside in Ben Oaks Subdivision. Any such day care facility must, however, be operated in accordance with all applicable governmental laws and regulations and in such a manner so as not to disturb others in the community.

SECTION XXIII

The Declarant expressly reserves for itself, its successors and assigns, a 10-foot easement along the front, rear and side lines of each and every Lot for the installation of utilities or other uses deemed by it to be necessary for the service of such Lot or any other Lot and any walls, fences, paving, plantings, or other improvements placed thereon by the Owner of the Lot on which such easement lies shall be removed, if required, by the Declarant, or its assigns, at the expense of the Owner of such Lot. Where there is located on one or more Lots or portions thereof, a single residence under a single ownership, then the 10-foot easement shall not be located along the side lines of each Lot but along the side lines of the combined Lot. This reservation includes the right to re-enter upon any easement for the purpose of locating, erecting, maintaining and constructing any drain, culvert, sanitary or storm sewer, water main, electric and telephone lines, cable television, and other utilities; the Declarant specifically reserving the right to assign any and all easements being hereby reserved.

ARTICLE VIII**GENERAL PROVISIONS****SECTION I**

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 II

The covenants and restrictions of this Declaration shall run with and bind the Property 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 five (5) 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 twenty (20) 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 such amendment must be recorded among the Land Records of St. Mary's County, Maryland

SECTION III

The foregoing covenants, conditions and restrictions shall run with and bind the Property and shall be enforceable by the Declarant (its successors and assigns), by the Association, and by the owners of all or any portion of the Property. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Declarant by this Declaration may be assigned or transferred by the Declarant to the Association, with or without the consent of the Association, at any time. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of St. Mary's County, Maryland, and upon the proper recordation thereof the Association shall thereafter have the absolute right and authority to exercise and perform all of the rights and powers so assigned and/or transferred by the Declarant and the Declarant shall thereafter be relieved of all liability with respect thereto. In the event that the Declarant's right and authority to enforce the covenants and restrictions enumerated in Article VII of this Declaration is assigned to the Association, such right and authority shall be exercised by the Association through a control committee created for such purpose, which control committee shall be composed of no less than three (3) of its members.

SECTION IV

Anything set forth in Section II of this Article to the contrary notwithstanding, the Declarant 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. However, this unilateral right, power and authority of the Declarant may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval of such agency of the United States of the Property or any part thereof or any Lots thereon, for federally-approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally-approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there is a Class B member of the Association shall also require the prior consent of the agency giving such approval.

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

WITNESS/ATTEST:

Norma Lee Perry

DECLARANT:

CALVERT, LLC

By: C.R. BAILEY, JR. (SEAL)
General Manager

Deborah B. Phillips

TRUSTEES:

Thomas L. Starkey (SEAL)
Thomas L. Starkey
Trustee

Norman K. Edwards

Thomas K. George (SEAL)
Thomas K. George
Trustee

Norman K. Edwards

Timothy V. Reynolds (SEAL)
Timothy V. Reynolds
Trustee

Charles
STATE OF MARYLAND, COUNTY OF ~~CALVERT~~, to wit:

I HEREBY CERTIFY, that on this 20th day of June, 2006, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **C. R. BAILEY, JR.**, who acknowledged himself to be the General Manager of Calvert LLC and that he, as such agent, being authorized so to do, executed the foregoing Declaration for the purposes therein contained by signing the name of the Company by himself as such officer.

AS WITNESS my hand and Notarial Seal.

Noema Lee Perry
Notary Public

My Commission Expires: 5/1/10

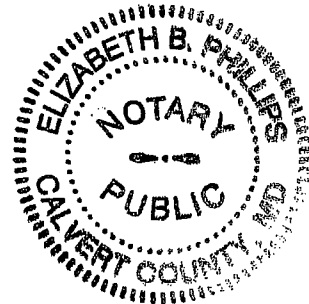
STATE OF MARYLAND, COUNTY OF Calvert, to wit:

I HEREBY CERTIFY, That on this 12th day of July, 2006, before me, the subscriber, a Notary Public of the State of Maryland, in and for the jurisdiction aforesaid personally appeared **THOMAS L. STARKEY**, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he, being authorized so to do, executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Elizabeth B. Phillips
Notary Public

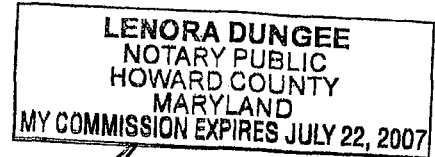
My Commission Expires: 9/1/08



STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY, That on this 23rd day of JUNE, 2006, before me, the subscriber, a Notary Public of the State of Maryland, in and for the jurisdiction aforesaid personally appeared THOMAS K. GEORGE, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he, being authorized so to do, executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



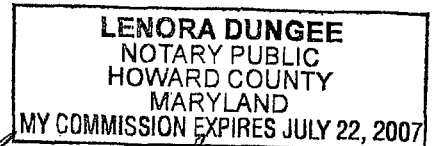
Lenora Dungee
Notary Public

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY, That on this 23rd day of JUNE, 2006, before me, the subscriber, a Notary Public of the State of Maryland, in and for the jurisdiction aforesaid personally appeared TIMOTHY J. REYNOLDS, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he, being authorized so to do, executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Lenora Dungee
Notary Public

My Commission Expires: _____

Return to:
Pitrof and Starkey, P.C.
Attorneys at Law
30 Industry Lane
Prince Frederick, Maryland 20678

Exhibit A

PROPERTY DESCRIPTION

All those Lots numbered 193 through 202, inclusive, and Open Space Parcel A as shown and depicted on a plat entitled "~~SHEET 2 OF 6, PHASE ONE, BEN OAKS~~", duly recorded among the Plat Records of St. Mary's County, Maryland in Plat Book EWA No. 59, Plat 64, Sheets 1 through 6; and

All those Lots numbered 186, 190 through 192, inclusive, as shown and depicted on a plat entitled "SHEET 3 OF 6, PHASE ONE, **BEN OAKS**", duly recorded among the Plat Records of St. Mary's County, Maryland in Plat Book EWA No. 59, Plat 64, Sheets 1 through 6; and

All those Lots numbered 203 through 211, inclusive, as shown and depicted on a plat entitled "SHEET 4 OF 6, PHASE ONE, **BEN OAKS**", duly recorded among the Plat Records of St. Mary's County, Maryland in Plat Book EWA No. 59, Plat 64, Sheets 1 through 6; and

All those Lots numbered 99 and 100, and Open Space Parcel B as shown and depicted on a plat entitled "SHEET 5 OF 6, PHASE ONE, **BEN OAKS**", duly recorded among the Plat Records of St. Mary's County, Maryland in Plat Book EWA No. 59, Plat 64, Sheets 1 through 6; and

All of Open Space Parcel C as shown and depicted on a plat entitled "SHEET 6 OF 6, PHASE ONE, **BEN OAKS**", duly recorded among the Plat Records of St. Mary's County, Maryland in Plat Book EWA No. 59, Plat 64, Sheets 1 through 6.

Exhibit B

DESIGNATED ADDITIONAL LAND

BEING all the same land described in a Deed from C. G. Fox Lumber Company to J. D. Murray dated December 15, 1989 and recorded in Liber MRB No. 512, folio 340, and being also all and the same land described in a Deed from David D. Horstick to Bay Mills Development Company, Inc. dated March 17, 2000 and recorded in Liber EWA No. 1516, folio 230, both among the Land Records of St. Mary's County, Maryland;

SAVING AND EXCEPTING, HOWEVER, all that land described in a Deed from J. D. Murray and Bay Mills Development Company, Inc. to Calvert LLC of even date herewith and recorded in Liber EWA No. 2675, folio 004, among said Land Records; and

All that tract of land platted as 93.01 acres of land, more or less, particularly described in the plat entitled "Confirmatory Plat, Persimmon Hills, Section I, 46 Lots" recorded among the Plat Records of St. Mary's County, Maryland in Liber EWA No. 36, folio 5; and all that tract of land platted as 111.73 acres of land, more or less, particularly described in the Plat entitled "Persimmon Hills, Section II" recorded among the Plat Records of St. Mary's County, Maryland in Liber EWA No. 36, folio 2.

BEING a part of the 340.36 acres, more or less, as shown on the State Department of Assessment and Taxation Records for St. Mary's County, Maryland. The property herein being conveyed purported to contain 239.085 acres, more or less;

and

ALL THOSE PARCELS of ground known as OUTPARCEL 187, OUTPARCEL 188, OUTPARCEL 189 and OUTPARCEL 212, as shown and depicted on a plat entitled "SHEET 3 OF 6, PHASE ONE, BEN OAKS", duly recorded among the Plat Records of St. Mary's County, Maryland in Plat Book EWA No. 59, Plat 64, Sheets 1 through 6;

and

ALL THAT LOT numbered 101 as shown and depicted on a plat entitled "SHEET 5 OF 6, PHASE ONE, BEN OAKS", duly recorded among the Plat Records of St. Mary's County, Maryland in Plat Book EWA No. 59, Plat 64, Sheets 1 through 6.