

WRIGHTS WHARF ESTATES

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 7th day of April, 2009, by WRIGHTS WHARF ESTATES, INC. (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant owns 25.812+/- acres of land in Dorchester County, Maryland, consisting of twelve (12) Lots on a plat entitled "Final Plat for Wrights Wharf Estates," which plat is recorded in the Plat Records of Dorchester County in Plat Book No. 52, Pages 132-133.

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 the improvements thereon, and to this end desires to subject the real property described in Exhibit A to the covenants, restrictions, easements, charges and liens hereinafter set forth, and as set forth on the Plat of Wrights Wharf Estates attached hereto as Exhibit B, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, for the efficient preservation of the values and amenities in said community, the Declarant has incorporated under the laws of the State of Maryland the Wrights Wharf Estates Homeowners Association, Inc. and delegates and assigns to it the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents.

NOW, THEREFORE, the Declarant declares that the real property described in Exhibit A, and as further shown on the Plat of Wrights Wharf Estates, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth and as set forth on the Plat of Wrights Wharf Estates.

ARTICLE I

Definitions

As used in this Declaration, the following terms shall have the meanings herein ascribed thereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication. The terms herein defined are:

Section 1. Association. "Association" shall mean and refer to Wrights Wharf Estates Homeowners Association, Inc., a Maryland non-profit corporation, its successors, and assigns.

IMP. FD. SURE \$ 20.00
REC. FEE \$ 75.00
TOTAL 95.00
Rest DC02 Rpt # 5512
HLB JV Bk # 486
Apr 07, 2009 11:53 am

Section 2. Board of Directors. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 3. Common Area. "Common Area" shall mean and refer to and include that area of land, improvements and facilities located thereon, and designated as the "Stormwater Management Area" and "Forest Conservation Area" on the Plat and all land owned by Declarant located in the area between the Lot lines for Lots 1, 2, 3 and 12 to the "Edge of Paving" on the Plat. The Common Area shall be conveyed to the Association as set forth in this Declaration.

Section 4. Declaration. "Declaration" shall mean covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

Section 5. Lot or Lots. "Lot" or "Lots" shall mean and refer to and include one or more of the numbered subdivided parcels shown on any Plat of Wrights Wharf Estates, with the exception of public roads and any common areas. As shown on the existing Plat of Wrights Wharf Estates, each Lot extends beyond the building envelope and includes a sewage reserve area, which are all subject to the covenants and restrictions contained or otherwise referenced herein.

Section 6. Owner or Record Owner. "Owner" or "Record Owner" shall mean and refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a Lot, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee, or other legal entity hold the record title to any one Lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single Record Owner and shall be or become a single member of the Association by virtue of ownership of such Lot. The term "Owner" or "Record Owner", however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, nor shall it include any mortgagee named in any mortgage covering any Lot designed solely for the purpose of securing performance of an obligation or payment of a debt.

Section 7. Member. "Member" shall mean and refer to members of the Association, as defined under its Articles of Incorporation and By-Laws.

Section 8. Plat of Wrights Wharf Estates. "Plat" or "Plat of Wrights Wharf Estates" shall mean and refer to and include any and all final plats prepared by Lane Engineering, Inc. entitled "Final Plat of Wrights Wharf Estates" and "Forest Stand Delineation and Forest Conservation Plan", which plats are recorded in the Plat Records of Dorchester County in Plat Book No. 52, Pages 132-133, as the same may be revised from time to time.

Section 9. Property. "Property" shall mean and refer to all of the real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration as more particularly described in Exhibit A, together with the buildings and improvements thereupon erected, made or being, and all and every right to the alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anywise appertaining. "Property" shall specifically exclude Lot 13 as shown on the Plat.

Section 10. Structure. "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, or bath house, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio, television or other antenna, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Class A member hereunder.

Section 11. County Commissioners. "County Commissioners" means the County Commissioners of Dorchester County, Maryland, as now established, and any other legislative and/or executive authority hereinafter authorized to approve and adopt a zoning ordinance.

Section 12. Zoning Ordinance. "Zoning Ordinance" means (1) any zoning ordinance in effect in Dorchester County, Maryland, on the date of this instrument, and any amendments to that ordinance, and (2) any ordinance or law hereinafter adopted by the County Commissioners under authority of the Annotated Code of Maryland or under the authority of any law or constitutional provision by which the governing body of Dorchester County is authorized to regulate land use.

ARTICLE II

Property Subject to This Declaration

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Fifteenth Election District of Dorchester County, Maryland, and is more particularly described in Exhibit A, and shown on the Plat of Wrights Wharf Estates, as revised from time to time, with the exception of Lot 13.

ARTICLE III

Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall, as created, be appurtenant to and shall pass with the title to every Lot and every member of the Association shall have a right of enjoyment in the Common Area, subject to the following provisions:

(a) The right of the Association to levy annual and special assessments for the maintenance, care or improvement of the Common Area, as set forth in this Declaration.

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes as is consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless two-thirds (2/3) of each class of the then Members consent to such dedication or transfer, at any special meeting of the Members duly called for such purpose; provided, that any such dedication or transfer shall also be subject to the limitations provided for in ARTICLE XI, Section 7 of this Declaration.

Section 2. Title to Common Area.

(a) Title to the Common Area shall be conveyed to the Association at the time of the sale and settlement of the last Lot which is located within the Property subject to this Declaration, free and clear of all liens and encumbrances. The foregoing notwithstanding, the Common Area will be conveyed to the Association no later than five (5) years from the date of recording of this Declaration and may be conveyed at any time prior thereto at the sole option of the Declarant.

ARTICLE IV

Membership and Voting Rights

Section 1. Members. Every Owner of a Lot shall be a member of the Association as designated in Section 2 of this ARTICLE IV. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Membership Classes and Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners (except the Declarant during such time as there shall be a Class B membership) of Lots which are subject to assessment by the Association under the terms of this Declaration, and shall be entitled to one vote for each such Lot so owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, or its successors and assigns, if such successors or assigns should acquire one (1) or more undeveloped Lots from the Declarant for the purpose of development or constructing residential dwelling units on Lots and who are expressly granted rights of the Declarant in conjunction with a conveyance of a portion of the Property. The Declarant, its successors and assigns, shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the date on which the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership.

ARTICLE VCovenant for Common Area Maintenance Assessments

Section 1. Annual Maintenance Assessments. Except as assessments of the Declarant are limited by the provisions of ARTICLE VI, Section 2 of this Declaration, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee owner of a Lot within the Property (i.e., each Class A member of the Association), by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, an annual sum (herein elsewhere sometimes referred to as "maintenance assessments") as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following: the cost of all operating expenses, maintenance, repair and replacement of the Stormwater Management Area located within the Common Area, grass cutting and landscape upkeep within the Common Area, and the services furnished to or in connection with the Common Area, including charges by the Association for any services furnished.

The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments on any annual maintenance assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare or cause the preparation of an annual operating budget for the Association which shall provide, without limitation, for the management, operation and maintenance of the Common Area.

This Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Area. The Owner of any Lot shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto in good order, condition and repair and in a clean, slightly and sanitary condition at all times; provided, further, if such maintenance is not properly performed by any Owner, the Association shall have the right to perform such maintenance and assess the Owner for the cost of the same; provided, however, the Association shall afford the Owner reasonable notice and an opportunity to rectify the situation prior to entry.

Section 2. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a capital improvement located upon, or forming a part of the Common Area, improvements and facilities thereon, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided, however, that any such assessment shall have the assent of the Members representing a

majority of the then Class B members of the Association or, if there is no longer a Class B membership, such assessment shall have the assent of the Members representing a majority of the then Class A members of the Association. A meeting of the Members shall be duly called for this purpose. The Board of Directors may also levy a special maintenance assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Lot into compliance with the provisions of this Declaration (including any supplements or amendments hereto), the Articles of Incorporation or By-Laws of the Association, and any Rules or Regulations promulgated by the Association. Such special maintenance assessment may only be levied upon an affirmative vote of the Board of Directors and after a notice and opportunity for a hearing has been provided to the Member.

Section 3. Maximum Annual Maintenance Assessments. The initial maximum annual maintenance assessment for each of the Lots to which Class A membership is appurtenant shall not exceed the sum of Two Hundred Dollars (\$200.00) per annum.

Section 4. Increase in Maximum Annual Maintenance Assessment.

(a) Until Class B membership ceases, the maximum annual maintenance assessment for all Class A memberships hereinabove provided for may be increased by the Board of Directors of the Association, without a vote of the Class A membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(b) After Class B membership ceases, the maximum annual maintenance assessment for all Class A memberships hereinabove provided for may be increased above that established by the preceding paragraph by a vote of the Members, as hereinafter provided, for the next succeeding year, and thereafter, at the end of such year, for each succeeding year. Any increase in maintenance assessments made pursuant to this paragraph shall have the assent of a majority of the then Class A members of the Association and a majority of the then Class B members of the Association. A meeting of the Members shall be duly called for this purpose.

ARTICLE VI

Commencement of Annual Assessments

Section 1. Commencement of Annual Assessments for Class A Members. Except as may be otherwise resolved by the Board of Directors of the Association, the annual maintenance assessment for each Class A membership shall commence upon the conveyance of the first Lot to a Class A member.

Section 2. Assessment of Declarant. Anything in this Declaration to the contrary notwithstanding, any regular or special assessment levied by the Association for any Lot held by the Declarant shall be in an amount equal to Twenty-Five Percent (25%) of the assessment levied by the Association against Lots held by the Class A members.

ARTICLE VII

Remedies of Association for Non-Payment of Assessments

Section 1. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then owners, their heirs, devisees, personal representatives and assigns; provided, however, that the requirements of the Maryland Contract Lien Act have been substantially fulfilled. The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof may be maintained without foreclosing or waiving the lien herein created to secure the same.

ARTICLE VIII

Architectural Control

Section 1. The Review Board. A Review Board consisting of three or more persons shall be appointed by, and serve at the pleasure of, the Declarant, until such time when Declarant no longer has any ownership interest in any of the Lots. At such time, the Declarant's rights and obligations under this Declaration cease, and the Review Board shall consist of the Owners of Lots. Once the Declarant's rights and obligations hereunder cease, any matters to be considered by the Review Board shall be approved by an affirmative vote of the majority of the Review Board (except as otherwise expressly set forth in this Declaration); provided, however, that (a) there shall only be one (1) vote cast for each Lot and (b) an Owner shall not be entitled to vote upon any matter coming before the Review Board if such matter pertains to the Owner's Lot.

Section 2. Purpose. The Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of Structures thereon, and landscaping plan, 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 3. Conditions and Prior Approval. Other than as approved by the Declarant pursuant to Section 2 hereof, no Structure shall be commenced, erected or maintained on any Lot nor shall the exterior appearance of any Structure on any Lot be changed or altered from that as approved, nor shall the natural state of any area of any Lot be disturbed or altered after completion of the approved Structure, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure, nor shall there be any change to the landscaping plan, until the plans and specifications showing the nature, dimensions, materials, floor plans, color scheme, location, exterior plans and details have been submitted to and approved in writing by the Review Board.

Section 4. Procedures.

(a) The Owner shall submit to the Review Board in care of Wrights Wharf Estates, Inc., P.O. Box 75, Upper Falls, Maryland 21156, or their designee, in writing, sent by certified mail, return receipt requested, an application containing a detailed statement of the proposed changes or improvements to any Lot or to the exterior of the dwelling, describing or showing the nature, kind, shape, height, materials and locations of the changes or improvements to be made. All details and information required by the Review Board must be supplied in the Owner's application to the Review Board. The name, address and home and business phone numbers must be included. Incomplete applications will be returned to the Owner and will not be deemed received by the Review Board as specifically set forth in the procedures for making applications.

(b) All applications shall be deemed received by the Review Board on the date of the actual receipt of a complete application. All applications shall be acted upon by the Review Board within fifteen (15) days after complete written plans and specifications have been received by it. The Review Board shall have the sole discretion to determine when an application is complete. Incomplete applications may be disapproved for that reason alone.

(c) The Review Board may disapprove any application for one or more of the following reasons:

- (1) That the request is contrary to any restriction of this Declaration or any public law, code, ordinance or regulation.
- (2) Objection to the color, finish, proportion, style of architecture, height, bulk or appropriateness of the improvement.
- (3) For any other reasons which would interfere with the harmonious relationship among existing or proposed structures, the natural vegetation and topography of the community or which adversely affects property values in the vicinity of the improvement.

(d) The Owner shall be promptly notified, in writing, by the Review Board of its decision within ten (10) days of its decision. The written notice of the decision shall state the nature of the request, the reasons for the decision, and whether the application has been approved or disapproved.

(e) In the event the Review Board fails to act on an application within fifteen (15) days after receipt of a completed and acceptable application by the Review Board, the request shall be deemed to be approved, except that an application which contains a request which is contrary to any covenants and restrictions set forth in ARTICLE IX, Section 1, shall not be deemed approved under any circumstances. The ten-day notice provision set forth in (d) above is in addition to the fifteen (15) day period during which the Review Board must act.

(f) No work shall be commenced by the Owner until written Review Board

approval has been received by the Owner or the expiration of the fifteen (15) day period and the ten (10) day period set forth in the preceding paragraphs.

(g) All work approved by the Review Board shall be commenced and completed within twelve (12) months thereafter and failure to do so will cause the approval to be null and void and of no further force and effect.

Section 5. Rules. The Review Board may adopt uniform rules for the regulation of fences, walls, accessory buildings, and all other site alterations for which the Review Board finds that uniform rules can be formulated. The rules may vary for different types of housing units or different areas, but shall apply uniformly to Lots or units within the class or area so designated.

Section 6. Enforcement.

(a) In the event an Owner is in violation, such Owner will be notified, in writing, by the Review Board of the specific violation. The "violation notice" shall state the specific violations and state that the Owner has thirty (30) days in which to correct the violations.

(b) In addition, the Review Board may exercise all rights and remedies provided it by law, and in the event that the Review Board shall employ an attorney to enforce such rights and remedies, the Owner shall pay all reasonable attorney fees incurred by the Review Board's attorneys.

Section 7. Building Permits. In addition to the requirements set forth in this Article, the Owner shall obtain the requisite building permits from Dorchester County, Maryland.

ARTICLE IX

Declaration of Covenants, Conditions and Restrictions

Section 1. Protective Covenants. In addition to all of the covenants contained herein, the use of the Property and each Lot therein is subject to the following:

(a) Residential Use. Except as otherwise provided for herein, no Structure shall be erected, altered, placed or permitted to remain on any Lot upon the Property other than one (1) residential dwelling unit which may be physically attached to one or more other dwelling units for the sole use of the respective owners who are occupants. All dwellings shall be used for private residential purposes exclusively and professional offices are prohibited from being maintained in or about a dwelling. The term "professional office" shall mean rooms or portions of the dwelling being used for office purposes for one or more members or employees of any recognized profession including, but not limited to, doctors, dentists, lawyers, architects, accountants, beauticians and insurance agents. No dwelling or portion thereof shall be used as a children's day care center.

(b) Restrictions on Further Subdivision. No Lot upon which a dwelling unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and

no portion less than the whole of any such Lot shall be conveyed or transferred by an Owner, provided that this shall not be construed to prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(c) Minimum Size Requirements, Construction Requirements and Prior Declarant Approval. Any dwelling unit erected or maintained on any Lot upon the Property shall meet the following minimum requirements as to size, exclusive of porches, basements, unified attics, breezeways, or garages:

- (1) One-story Unit: 1400 square feet of finished habitable floor area;
- (2) Two-story Unit: 1800 square feet of finished habitable floor area;
- (3) One and one-half story Unit or Cape Cod Unit: 1800 square feet of finished habitable floor area, the first floor of which shall consist of at least 1500 square feet; and
- (4) Bi-level Unit or Split Foyer Unit: 1400 square feet of finished habitable floor area located on the main floor area.

(d) Sheds, Garages and Other Accessory Structures. In addition to the other provisions of this Declaration of Covenants, Conditions and Restrictions, all sheds, garages and other accessory structures shall be subject to the following provisions:

- (1) All sheds, garages and other accessory structures must be approved as to use by the Review Board, its successors and/or assigns. Such use cannot be changed or modified without additional approval by the Review Board.
- (2) All sheds, garages and other accessory structures shall be of a similar architectural style, materials, and compatible with the principal dwelling.

(e) Specific Building Materials or Structural Requirements. The following specific material and structural requirements are applicable to the principal dwelling and all above ground accessory structures:

- (1) Any Structure erected on any Lot shall be constructed on a foundation which shall permit a crawl space of not less than eighteen (18) inches between the surface of the ground and the underside of the first floor living area. Any visible foundation shall be constructed to include an external brick veneer, or parged.
- (2) All roofs on any Structure constructed on a Lot shall be constructed to include a roof pitch of at least 5/12.
- (3) All exposed wood must be either painted or stained, except rear yard decks, which may remain as treated lumber.
- (4) Aluminum siding is not permitted, although aluminum wrap of

exterior trim boards is acceptable.

(5) Vinyl siding is permitted; however, the Review Board reserves the right in its absolute discretion, to limit the colors which may be used. Whenever non-wood siding is used, full-height corner boards or posts must be used and J-channel or other similar molding must be used at all openings, concealing all siding edges.

(f) Driveway. Owners are encouraged to complete a paved driveway on the Lot within twelve (12) months from the date of commencement of construction of any Structure on the Lot.

(g) Construction Work. No construction work shall be performed on the exterior of any Structure on a Lot on Saturdays before 8:00 a.m. E.S.T. or on Sunday before 9:00 a.m. E.S.T.

(h) Lighting. All exterior lighting shall be appropriately shielded and diffused to avoid glare. No exterior lighting, emanating from a Lot, shall be directed outside the boundaries of the Lot.

(i) Fences. No fences may be chain link, barb wire, wire mesh, or any similar type fencing.

(j) Pools. A swimming pool is permitted on a Lot provided that the top of the pool does not project above the finished grade of the lawn area surrounding it.

(k) Trash. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. The burning of trash shall not be permitted on any Lot. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and they shall be kept in a clean and sanitary condition.

(l) Vehicles. No junk vehicle, travel trailer, trailer, house trailer, mobile home, recreational vehicle, or the like shall be kept upon any Lot unless it is placed in a garage and thereby not visible. No automobiles, trucks, vans, recreational vehicles, tractors, trailers or similar vehicles over five (5) tons GVW, either with or without a current registration or license, are permitted to be parked on any Lot. No buses may be parked on the Property at any time. This provision does not apply to vehicles that any builder may require to be located on a Lot during construction activities occurring on such Lot.

(m) Temporary Structures. No structure of a temporary character, or a trailer, tent, shack, mobile home, barn, shed or other outbuilding shall be constructed or maintained on any Lot, other than a construction trailer which may be maintained on the Lot during the period of construction. The period of construction shall not exceed twelve (12) months.

(n) Signs. No signs of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling situate upon any Lot, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed on the market for sale or rent. Upon settlement of the property

so advertised, the real estate sign must be immediately removed. Signs denoting the residence, street number or name of the Owner shall be permitted with the approval of the Review Board.

(o) Antenna. After the installation of cable television on the Property, no external television or radio aerial or antenna for reception or transmission of television signals shall be constructed or maintained on any Lot at any time, except that satellite dish receiver under 39 inches in diameter, may be constructed or maintained on a Lot; provided, however, that the location of such satellite dish receiver shall be subject to the prior written approval of the Review Board. Prior to erection of such a satellite dish receiver, the Owner must make a written request for review and approval of the location of the satellite dish receiver by the Review Board as provided for in ARTICLE VIII hereof. The Review Board shall use diligent efforts to promptly review the request.

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

(q) Noxious Activities. No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling situate on a Lot, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Owners of Lots.

(r) Animals. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of the number, shall be and is hereby prohibited on any Lot or within any dwelling situate on any Lot, except for domestic pets such as dogs, cats, horses and caged birds, provided that they are not kept, bred or maintained for commercial purposes. No animal shall be permitted to run free or be kept tied or chained outside of the dwelling for an extended period of time, nor shall it create any annoyance or nuisance to the neighborhood or any other Lot Owner. The Review Board shall have the right to adopt such additional rules and regulations regarding animals as it may, from time to time, consider necessary and appropriate.

(s) Material Storage. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of any improved dwelling or permitted structure.

(t) Above Ground Poles or Wires. No poles or wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

(u) High Frequency Radio of Other Transmissions. Lot Owners shall be prohibited from maintaining any high frequency radio or other transmission towers which interfere with any radio or television reception.

Section 2. Maintenance of Property. Subject to any and all additional covenants and restrictions contained in the Plat, 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.

Section 3. Landscape Requirements.

(a) General Character. Landscaping is considered to be an essential feature of lot improvement inasmuch as it has a direct and important impact on the aesthetic quality of the community and resulting property value and installation of landscaping shall be completed on the Lot within twelve (12) months from the date of commencement of construction of any Structure on the Lot.

(b) Minimum Quantity and Sizes of Plant Material.

(1) Foundation Planting. The ultimate landscape plan must include a minimum of ten 12 inch to 24 inch shrubs for foundation planting or less if the entire roadside foundation is covered. Such shrubbery need not extend along the entire foundation but may be placed in clustered groupings.

(2) Canopy Trees. The ultimate landscape plan must provide for a minimum of 3 canopy trees of at least 10 – 12 feet in height and 1 ½ inch to 2 inch minimum caliper. Existing canopy trees on any Lot may satisfy this requirement.

(2) Evergreen Trees. The ultimate landscape plan must provide for a minimum of 1 evergreen tree of at least 4 – 6 feet in height.

(c) Maintenance. All planting set forth on any approved landscape plan must be adequately maintained. It should also be the obligation of each Lot Owner to maintain the grass portion of any yard in a clean and neat condition, including but not limited to, the requirement for cutting on a regular and periodic basis. Grass in the yard portion of any Lot shall not exceed 6 inches in height.

Section 4. Drainage Easements. Drainage easements have been granted to and for the benefit of Dorchester County upon, across, over, through, and under Lots 1 and 3 as shown on the Plat of Wrights Wharf Estates. All Owners of Lots 1 and 3 shall be subject to the provisions of such easement agreements, as amended from time to time, including the right of Dorchester County to enter upon such Lots in order to maintain and repair the drainage facilities on said Lots.

Section 5. Chesapeake Bay Critical Areas. A portion of Lots 3 through 6 is located in the critical area of the Chesapeake and Atlantic Coastal Bays and shall be subject to certain additional zoning, land use, and resource protection regulations.

Section 6. Maintenance of Common Area. Upon the conveyance of the Common Area to the Association, the Association shall at all times thereafter maintain the Common Area, and shall otherwise keep the Common Area and such improvements and facilities in good order.

Section 7. Additional Rights of the Declarant. In view of the fact that the construction of the Declarant's development is one which will take the Declarant several years to complete, the Declarant, in addition to all rights reserved to it under this Declaration, and notwithstanding any other provision of the Declaration specifically reserves the right to use any and all portions of the Property other than those Lots conveyed to Owners, including Common Area which may have previously been conveyed to the Association for all reasonable purposes necessary or appropriate to the full and final completion of construction of the Wrights Wharf Estates development. Specifically, none of the provisions concerning architectural or use restrictions, including but not limited to: sign, fence, model homes or real estate office limitations, shall in any way apply to any aspect of the Declarant's activities or construction, and notwithstanding any provisions of this Declaration, none of the aforesaid construction activities or any other activities associated with construction, sales management or administration of the Wrights Wharf Estates development shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right to store materials, construction debris and trash during the construction period on the Property without keeping same in containers. The Declarant will take reasonable steps to avoid unduly interfering with the beneficial use of the lots.

ARTICLE X

Forest Conservation Areas

Section 1. Covenants and Restrictions. The Declarant, in accordance with the Forest Conservation Chapter of the Dorchester County Code and the rules and regulations established pursuant to that chapter and the Zoning Ordinance, has established a 2.85 +/- acre forest conservation area, as shown on the Plat of Wrights Wharf Estates, which forest conservation area is included in Lot 3. The forest conservation area is designed to ensure the permanent and continuing protection, maintenance and management of forest within the forest conservation area. Declarant and its successors and assigns, shall relinquish the right to use or develop said forest conservation area, and further acknowledge and agree that the forest conservation area shall at all times be subject to (a) these Covenants and Restrictions; (b) any Plat of Wrights Wharf Estates; (c) any Long Term Protective Agreement of Forest Conservation (or like agreement), a copy of which is attached hereto as Exhibit C, as amended from time to time, with federal, state and/or local authorities; and (d) all applicable federal, state and local laws, restrictions, rules and regulations pertaining to such forest conservation area. as the same may be amended from time to time.

ARTICLE XI

General Provisions

Section 1. Enforcement. The Review Board or Board of Directors 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 Review Board or Board of Directors to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgments or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind upon 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. The Declaration may be amended by an instrument signed by the Declarant, if the Declarant owns any Lot. If the Declarant does not own any Lot, any amendment of this Declaration must first be approved by at least seventy-five percent (75%) of the Owners. Any amendment must be recorded in the Land Records of Dorchester County and shall take effect immediately upon recordation.

Anything set forth in the paragraph immediately above the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. This unilateral right, power and authority of the Declarant may be exercised only if the FNMA, GNMA, FHLMC, Veterans Administration, or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or of any Lot thereof, for federally approved mortgage financing proposed under applicable Veterans Administration, Federal Housing Administration or similar programs. If the FNMA, GNMA, FHLMC, Veterans Administration, the Federal Housing Administration or any successor agency approves the Property or any part thereof or any Lot thereon for federally approved mortgage financing purposes, any such amendments to the Declaration made during any period of time when there are Class B Members shall also require the prior consent of the agency giving such approval

Section 4. Right to Farm. It should be known and understood that the owners of surrounding properties within the vicinity of the Wrights Wharf Estates subdivision have the right to farm their properties as they see fit without complaints, objections or interference. Dorchester County is predominantly an agricultural county and plans to remain as such.

Section 5. Construction Timing. It is the intention of the Declarant that the Lots are to serve as residences, and therefore a requirement of this subdivision that construction of the primary dwelling on a Lot, in accordance with the provisions of this Declaration, shall commence no later than 12 months from the date of settlement of such Lot and shall be completed within 24 months of the date of settlement of such Lot.

Section 6. Binding Effect. All provisions, covenants and restrictions of this Declaration, as amended, shall run with and be binding upon Property, and shall bind Declarant and its successors and assigns.

Section 7. Federal Housing Administration and Veterans Administration Approval. As long as there is a Class B member and if any lot is security for a mortgage or deed of trust insured by the Federal Housing Administration or guaranteed by The Veterans Administration, the

following actions will require the prior approval of the Federal Housing Administration and/or The Veterans Administration, as the case may be: dedication of Common Area to the Public; and amendment of this Declaration of Covenants, Conditions and Restrictions, except by the filing of a Supplemental Declaration of Covenants; if development of the land described in the Supplemental Declaration is to take place in accordance with any plans which may have previously been approved by the Federal Housing Administration or the Veterans Administration; or a change in the Use Restrictions as set forth in ARTICLE IX (governed by the provisions of that ARTICLE); abandonment or termination of this Declaration or merger or consolidation of the Association with any other entity or the sale, lease or exchange or other transfer of all or substantially all of the assets of the Association to any other entity; or dedication, conveyance or mortgage of the Common Area.

Section 8. Conflicts. In the case of any conflict between this Declaration, the Articles of Incorporation for Wrights Wharf Estates Homeowners Association, Inc. or the By-Laws of the Association, this Declaration shall control.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

WITNESS:

WRIGHTS WHARF ESTATES, INC.

Vicki Bloodsworth

By: Kirk A Salvo (SEAL)
Name: Kirk A. Salvo
Title: Secretary + Authorized Agent

STATE OF MARYLAND, DORCHESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of April, 2008, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, duly commissioned and qualified, personally appeared Kirk A Salvo, of Wrights Wharf Estates, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained

AS WITNESS my hand and Notarial Seal

Jean Marie Suttles
Notary Public

My Commission Expires: July 1, 2009



PROPERTY SUBJECT TO THIS DECLARATION

All of the land conveyed from Shari Schroeder, Personal Representative of the Estate of Jerry Dee Schroeder, John Schroeder, Randy Schroeder and Mark Schroeder to Wrights Wharf Estates, Inc. by a certain deed dated June 15, 2006 and recorded in the Land Records of Dorchester County at Liber 738, folio 396; and as further shown and described as all that property on the final plats entitled, "Final Plat for Wrights Wharf Estates" and the "Forest Stand Delineation and Forest Conservation Plan", which plats are recorded in the Plat Records of Dorchester County in Plat Book No. 52, Page 132 - 133, as revised from time to time, with the exception of Lot 13.

