

NOW THEREFORE, The developer declares that all the property described above shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, restrictions, conditions, easements, charges and liens, which shall run with the land and be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meanings, unless a contrary intention is evident from the context:

(a) "Association" shall mean and refer to the Paradise Point Association, Inc., its successors and assigns.

(b) "Subdivision" shall mean and refer to all that property hereinbefore described and subject to this Declaration, and such additional property as may be annexed thereto, made subject to the scheme of this Declaration, and brought within the jurisdiction of the Association as hereinafter provided.

(c) "Lot" shall mean and refer to any plot of land shown as such on the recorded subdivision plats of the Subdivision and intended for residential use, and shall include as one Lot the consolidation of two or more adjacent platted lots under one ownership used for one residence.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee title to any Lot, including contract sellers.

(e) "Common Area" shall mean and refer to the roads and other property within the Subdivision intended to be devoted to the common use and enjoyment of the Owners. Within that property hereinbefore described, the Common Area shall consist of that area variously designated "Paradise Ridge Road," "Holly Court," "Laurel Court," and "Lake View Road."

(f) "Community Facilities" shall mean and refer to any property or interests therein outside the Subdivision hereafter acquired and held by the Association and devoted to the common use and enjoyment of the Owners.

(g) "Developer" shall mean and refer to Deep Creek Partners, its

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designated successors and assigns if such successors or assigns should acquire in bulk more than one Lot for the purpose of carrying on the business of subdividing and selling land, but shall not include purchasers of individual Lots.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. When the Owner consists of more than one person, all such persons shall be Members. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners except the Developer and shall be entitled to one vote for each Lot owned. When the Owner consists of more than one person, the vote shall be exercised as they 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 Developer and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership.

ARTICLE III
PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to each Lot.

Section 2. Title to the Common Area. The Developer may retain legal title to the Common Area until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same; but, notwithstanding any provision herein, the Developer hereby covenants that it shall convey the Common Area to the Association, free and clear of all liens or other monetary encumbrances, at/such time as the Class B membership expires. Nothing contained herein shall be deemed to constitute a dedication to public use of any part of the

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Common Area; nor shall the deed to any Lot hereafter delivered by the Developer be deemed to convey fee title to any part of the Common Area, unless such conveyance is expressly stated in the deed.

Section 3. Extent of Owner's Easements. The rights and easements of enjoyment in and to the Common Area created hereby shall be subject to the following:

(a) The right of the Association to charge reasonable admission and other fees for the use of the Common Area;

(b) The right of the Association to suspend the rights and easements of any Owner for any period during which any assessment remains unpaid, and for a period not to exceed thirty days for any infraction of its published rules and regulations;

(c) The right of the Developer or of the Association to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage the Common Area;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utilities;

(e) The right of the Developer or of the Association to grant reasonable rights-of-way within the Common Area to neighboring properties; and to grant easements for the installation and maintenance of utilities and drainage facilities within the Common Area;

(f) The right of the Developer to improve and otherwise work upon the Common Area, and to change the grade and location of roads and create slopes within the Common Area, provided that the rights of the Owners are not materially impaired; and

(g) Other covenants, restrictions, easements and conditions contained herein.

Section 4. Delegation of Use. Any Owner may delegate his right and easement of enjoyment in and to the Common Area to the members of his family, his tenants, or contract purchasers using his Lot, and subject to the published rules and regulations of the Association, may extend his right and easement to invitees, servants, agents, and employees.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of The Lien and Personal Obligation. Each Owner of any Lot except the Developer, by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments to be established and collected as hereinafter provided. The annual assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. And until the association has received written notice of the change of obligation acknowledged by any said successor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivision, and in particular for the improvement and maintenance of properties, facilities, and services devoted to this purpose and related to the use and enjoyment of the Lots by the Owners, including but not limited to:

- (a) The improvement, maintenance, and operation of the Common Area and of the roads, storm drainage, and other facilities located therein;
- (b) The improvement, maintenance, and operation of any Community Facilities;
- (c) The administration of the Association, and the enforcement by the Association of the provisions contained herein; and
- (d) The provision of security services for the Lots, and the performance of exterior maintenance upon the Lots and the residences on the Lots.

Section 3. Uniform Rate of Assessment; Fiscal Year. The annual assessment must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. The annual assessment shall be for the fiscal year beginning on the first day of July of each year.

Section 4. Maximum Annual Assessment. Until the first day of July following the first conveyance of a Lot to an Owner who is a Class A Member, the maximum annual assessment shall be Ninety Dollars (\$90.00) per Lot. Thereafter the maximum annual assessment shall increase each year to an amount equal to 105% of the prior fiscal year amount. The Board of Directors of the Association may, after consideration of the current costs and future needs of the Association, fix the actual assessment for any fiscal year at any amount not in excess of the maximum.

Section 5. Commencement, Notice, and Due Dates. The Board of Directors of the Association shall determine when the annual assessments shall commence. The annual assessments shall become due and payable on the first day of March of each year. The Board of Directors of the Association shall fix the amount of the annual assessment at least thirty days in advance of the due date, and shall send written notice thereof to every Owner. The Association shall upon demand at any time furnish to any Owner a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid.

Section 6. Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest from the due date at a rate to be set by the Board of Directors. The Association may bring an action of law against the Owner personally obligated to pay the assessment, or foreclose the lien against the property, and added to the amount of the assessment shall be the costs of preparing and filing the complaint, and in the event a judgment is obtained, such judgment shall include interest and a reasonable attorney's fee together with the costs of the action.

Section 7. Subordination of the Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust securing an obligation; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer pursuant to foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any assessment.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Review and Approval. No building, fence, wall or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein, including a change of exterior color, be made until plans and specifications showing the nature, kind, shape, height, materials, exterior color and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an Architectural Committee composed of three or more representatives appointed by the Board of Directors. Approval may be granted or refused, as a whole or in part, by the Board or Committee, which shall take into consideration the harmony of the proposed structure's appearance and location in relation to surrounding structures and topography, its effect on the outlook from neighboring lots, and other esthetic criteria. Any approval will become void unless construction is commenced within six months of the date of the approval. In the event the Board or Committee fails to act within sixty days after plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Landscaping. In connection with the approval of plans and specifications, the Board or Committee may establish minimum standards of landscaping and planting of trees and shrubs appropriate to the particular structure under consideration.

ARTICLE VI
STRUCTURE TYPE, SIZE, AND SET-BACKS

Section 1. Structure Type. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than (1) detached single-family dwelling not to exceed two and one-half stories in height; (2) a private garage for not more than two cars; and (3) other structures appurtenant to the dwelling or to be used in connection therewith.

Section 2. Minimum Floor Area. The ground floor area of the main structure on any Lot, exclusive of attached porches and garages, shall be not less than 864 square feet.

Section 3. Roof Height and Pitch. No structure on any Lot shall be more than twenty-eight feet in elevation from ground level, and no roof pitch shall be less than five inches of vertical rise for every foot of horizontal distance measured from the center line of the house to the eaves (5:12 pitch).

Section 4. Set-Back Requirements. No building, fence, wall, or other structure shall be located on any Lot nearer than thirty-five feet to the front lot line, or nearer than thirty feet to any side lot line abutting upon a road within the Common Area, in the case of a corner lot; and no such structure shall be located nearer than fifteen feet to any interior side lot line, or nearer than twenty feet to the rear lot line; except that fences, free-standing walls, entrance stoops, terraces, steps, eaves, cornices, and gutters may be located nearer to the rear or interior side lot lines with the written permission of the Association.

Section 5. Interpretation and Waiver. The Board of Directors of the Association or its Architectural Committee shall be empowered to interpret the provisions of this Article and to determine the front, side and rear lot lines of any Lot. The Association may waive any provision of this Article, provided such waiver does not materially affect the common scheme of development of the Subdivision or the rights of any Owner.

ARTICLE VII EASEMENTS

Section 1. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown upon the recorded plats of the Subdivision and upon, in, and over strips of land fifteen feet in width along the rear and interior side lot lines of every Lot. Such easements may be used for electrical and telephone poles, wires, conduits, and cables, gas pipes, water pipes, sanitary sewer lines, water drainage lines and channels, and other facilities convenient or necessary to providing utility service to the Lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct the flow of water through drainage channels. The easement

area of each Lot shall be maintained continuously by the Owner, except where a public authority or utility is responsible.

Section 2. Interpretation. The Association shall be empowered to determine the rear and side lot lines of any lot.

ARTICLE VIII
PROHIBITED USES AND ACTIVITIES

Section 1. Residential Use Only. No Lot shall be used except for residential purposes. No dwelling may be occupied for an extended period of time by an unreasonably large number of persons. No trade or business shall be carried on upon any Lot.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No public sale of alcoholic beverages may be made on any Lot.

Section 3. Temporary Structures. No structure of a temporary character, trailer, mobile home, camper, recreational vehicle, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. Any structure commenced as provided herein shall be completed within nine months of the date it is commenced, unless the time for completion is extended by the Association.

Section 4. Oil and Mining Operations. No oil or gas drilling, quarrying or mining operations of any kind shall be permitted on or in any Lot, nor shall any structure or equipment be permitted on any Lot for such purposes.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the property for sale or rent. Signs used by the Developer to advertise the Subdivision during the sales period shall not be subject to this restriction.

Section 6. Antennas. No outside radio or television antennas, or similar items, shall be erected or installed on any Lot, except with the written permission of the Association.

Section 7. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and further provided that there are kept not more than three household pets per Lot.

Section 8. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other refuse shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 9. Water and Sewage. No individual water-supply system shall be installed on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the health authorities of Garrett County and/or the State of Maryland. No outhouses or other outside toilets shall be used on any Lot, and no individual sewage disposal system shall be installed unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the health authorities of Garrett County and/or the State of Maryland.

Section 10. Hunting. No hunting or other discharge of firearms or similar weapons shall be permitted within the Subdivision.

Section 11. Vehicles and Trailers. The keeping of campers, recreational vehicles, or similar vehicles, or mobile homes, or other trailers, or boats, whether or not on trailers, or trucks in excess of one ton capacity is prohibited upon the Common Area. The same may be kept on any Lot within a closed garage or similar structure, and may, with the written permission of the Association, be kept in the open on any Lot on which a main structure has been completed, provided they are kept to the rear of the main dwelling and within the set-back lines elsewhere herein established. The Association may issue permission for such time period and upon such conditions as it determines are for the common benefit of the Owners, and may include as a

condition the requirement that planting, fencing or other screening be installed to protect the outlook from neighboring Lots. No inoperative vehicle shall be kept for more than forty-eight hours on the Common Area or on any Lot except within a garage. No repairs shall be made on any vehicle within the Subdivision except within a garage. No motorcycle, motorbike, trailbike, snowmobile, or similar motorized vehicle shall be operated at speeds in excess of five miles per hour within the Subdivision.

Section 12. Laundry. No laundry, clothing, bedding, or similar material shall be hung or displayed in any manner outside any dwelling within the Subdivision unless the same is within a screened area so as not to be visible from the Common Area or adjacent Lots.

Section 13. Earth and Tree Removal. No trees greater than twelve inches in circumference shall be cut nor shall any excavation be made on any Lot, except with the written permission of the Association or in conjunction with the construction of a structure on the Lot pursuant to approval granted as elsewhere herein provided.

Section 14. Growth of Tree and Shrubs. No Owner shall allow on his Lot any growth of shrubs or trees to obscure the outlook from neighboring Lots, and upon a request from the Association or the Owner of an affected Lot, shall trim such growth of shrubs or trees to restore the outlook previously available to the Owner of the affected Lot.

Section 15. Maintenance. No Lot or any improvements thereon shall be allowed to fall into disrepair. All Lots and improvements shall be maintained in good repair so as to present a neat, clean, and attractive appearance from the Common Area and neighboring Lots.

Section 16. The Board of Directors of the Association shall be empowered to interpret the provisions of this Article VIII and publish rules and regulations governing their implementation.

ARTICLE IX - RESTRICTIONS ON CONVEYANCE OF LOTS

Section 1. No Partial Conveyance. No Owner of any Lot shall sell, lease, or in any manner transfer any portion of a Lot less than the entirety thereof, except pursuant to a condemnation or voluntary deeding for public purposes, or unless the Association shall give its written consent thereto.

Section 2. Right of First Refusal. Before any Owner, except the Developer, shall sell any Lot, he shall first submit to the Owners of the Lots contiguous to the Lot offered for sale, and to the Developer, so long

as a Class B Membership exists, a copy in writing of the bona fide sales contract the Owner proposes to accept, with the name and address of the prospective purchaser. For a period of thirty days after receipt of the contract, the Owners of the contiguous Lots and the Developer, if then a Class B Member, shall have the option to purchase the Lot at the same price and upon the same terms and conditions as set forth in the contract. The provisions hereinabove contained are restricted to bona fide sale only, and nothing in this Article shall deny any owner or owners the right to mortgage, pledge, or otherwise encumber a Lot, or to devise the same by will or other testamentary disposition, or to convey the same to any trustee or trustees under any trust for the use and benefit of the owner or owners, or their heirs, successors, assigns, executors, administrators or personal representatives; nor shall said provision apply to foreclosure sales of any mortgage or deed of trust, or to any sale directed by any Court, or to any tax sale by any governmental authority.

ARTICLE X ENFORCEMENT

Section 1. Legal Action. The Association, or any Owner, shall have the right to enforce any covenant, restriction, condition easement, charge, and lien now or hereafter imposed by the provisions of this Declaration. Enforcement shall be by any proceeding at law or in equity against any person or persons, either to restrain violation, which shall be the remedy of preference, or to recover damages, and against the land to foreclose any lien; and failure of the Association or any Owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Direct Action. In the event the Owner of any Lot shall fail to comply with the provisions contained herein, the Association, after approval by two-thirds vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Lot and take such action as is necessary to bring the Lot into compliance. The cost of such action shall be added to and become part of the assessment to which the Lot is subject. The Association and its agents and employees shall not be subject to any criminal or civil liability for such action.

ARTICLE XI
ANNEXATION

Section 1. Right of Annexation. At any time within seven years of the date of this Declaration, the Developer, without the consent of the Association, has the right to make subject to the scheme of this Declaration, annex to the property hereinbefore described, and bring within the jurisdiction of the Association additional property within the Land conveyed by Highland Development Company unto Deep Creek Partners by deed dated 3 January 1974, and recorded among the Land Records of Garrett County at Liber R.L.D. No. 346, Page 255, provided that such property is subdivided and developed in reasonable accordance with the general scheme of development established in the property subject to this Declaration. Upon approval in writing by the Association, any owner of adjacent property, including the Developer after seven years, may exercise the same right with regard to such property.

Section 2. Method of Annexation. The annexations authorized by this Article shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants, restrictions, conditions, easements, charges and liens of this Declaration to such property. The Supplementary Declaration may contain such complementary minor modifications of the provisions of this Declaration as may be necessary to reflect the different character of the additional property and as are not inconsistent with the scheme of this Declaration.

Section 3. Construction of this Declaration. To the fullest extent possible, the provisions of this Declaration shall be liberally construed to extend to any additional property annexed pursuant to this Article as if the original and additional property were subject to a single Declaration. Specifically, the Owners of Lots in any additional property may exercise the rights and easements in and to the Common Area herein described; membership and voting rights in the Association shall be exercised without regard to which property a Lot is within; and the Class B Membership, if previously extinguished, may be revived. However, no Lots within the additional

property shall be subject to any assessment coming due prior to the recording of a Supplementary Declaration.

ARTICLE XII
GENERAL PROVISIONS

Article 1. Duration and Amendment. The covenants, restrictions, conditions, easements, charges and liens of this Declaration shall run with and bind the land for a term of twenty years from the date this Declaration is recorded, after which they shall be automatically extended for successive terms of ten years unless abrogated by an instrument signed by Owners representing two-thirds of the Lots and recorded prior to the end of such a ten-year term. This Declaration may be amended during the first twenty-year term by a recorded instrument signed by Owners representing ninety percent of the Lots, and thereafter by a recorded instrument signed by Owners representing two-thirds of the Lots.

Article 2. Severability. Invalidation of any one of the provisions of this Declaration by judgement or court order shall not affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the declarant of this Declaration, Deep Creek Partners, a limited partnership, has caused this Declaration to be signed in its name by its general partners the day and year first above written.

DEEP CREEK PARTNERS

By: John M. Loud
General Partner

John L. Richardson
General Partner

District of Columbia
ss:
City of Washington

On this the 5th day of June, 1974, before me,
Katherine J. Aravanis the undersigned officer, personally appeared
John M. Loud and John L. Richardson, who acknowledged themselves to be the
general partners of Deep Creek Partners, a limited partnership, and that they,

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as such general partners, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by themselves as general partners.

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

Katherine J. Aravanis

Notary Public, D.C.
Title of Officer

My Commission Expires June 14, 1977

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STATE OF MARYLAND, GARRETT COUNTY, to wit

I, Timothy W. Miller, Clerk of the Circuit Court in and for Garrett County, State of Maryland, do hereby certify the above and forgoing to be a true copy taken from Liber 350, Folio 232 one of the Land Records of Garrett County, Maryland. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Circuit Court at Oakland, Maryland, this 21st day of August Anno Domini, 20 15.

Timothy W. Miller, Clerk