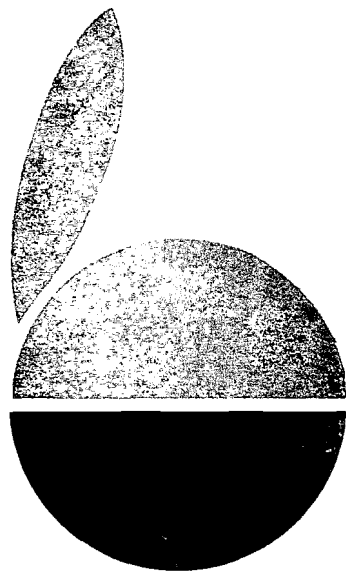


**DECLARATION
OF
RESTRICTIONS**



INDIAN ACRES

OF CHESAPEAKE BAY

RESTATED DECLARATION OF RESTRICTIONS
INDIAN ACRES OF CHESAPEAKE BAY
GEORGETOWN, MARYLAND

THIS RESTATED DECLARATION, made this 6th day of July 1978, by W.S.C., Inc., a Pennsylvania corporation, hereinafter referred to as "Declarant."

PL 12-78 * Z3885 *****64.
PL 12-78 A Z3885 *****64.

WITNESSETH:

WHEREAS, Declarant (including its predecessors in interest) is the developer of the real property known as Indian Acres of Chesapeake Bay which property is set forth and described in certain plats, each entitled "Indian Acres of Chesapeake Bay, Glen No. _____," which plats are recorded among the Plat Records of Cecil County, Maryland as follows:

- Glen 1 - W.A.S. No. 3, Folio 72
- Glen 1 - W.A.S. No. 4, Folio 3 (Revision)
- Glen 1 - W.A.S. No. 4, Folio 4 (Revision)
- Glen 2 - W.A.S. No. 4, Folio 13
- Glen 3 - W.A.S. No. 4, Folio 14
- Glen 4 - W.A.S. No. 4, Folio 15
- Glen 5 - W.A.S. No. 5, Folio 61A
- Glen 6 - W.A.S. No. 5, Folio 61B and 61C
- Glen 7 - W.A.S. No. 5, Folio 61D
- Glen 8 - W.A.S. No. 4, Folio 29
- Glen 9 - W.A.S. No. 4, Folio 30

all of the above real property in Indian Acres of Chesapeake Bay as reflected on said plats being hereinafter referred to as the "Property;" and

WHEREAS, by Deed from Timothy R. Caspar, Trustee, and Diversified Mortgage Investors, a Massachusetts Business Trust to Declarant, dated August 10, 1977, and recorded among the Land Records of Cecil County, Maryland in Liber H.D.S. No. 3, folio 306, Declarant, in acquiring title to the Property, succeeded to all of the rights of Indian Acres of Chesapeake Bay, Inc. and of Indian Acres International, Inc. with respect to the Property (which rights had been previously assigned to Diversified Mortgage Investors, by Assignment dated July 15, 1977 and recorded among the Land Records of Cecil County, Maryland in Liber H.D.S. No. 3, folio 300); and

WHEREAS, Declarant, and its predecessors in interest with respect to the Property, have established and created certain restrictions in furtherance of the plan for the subdivision, improvement and sale of the subdivided numbered lots (hereinafter referred to as "Funsteads") set forth and described in the recorded plats, which numbered lots on each such plat comprise in the aggregate a single subdivision Section (hereinafter referred to as a "Glen"), and for the

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CECIL COUNTY, MD. CLERK
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purpose of enhancing and protecting the value, desirability and attractiveness of the Property, by Declaration dated November 16, 1972 and recorded among the Land Records of Cecil County, Maryland in Liber U.A.S. No. 300, folio 191, by Declaration dated January 7, 1974 and recorded among the Land Records of Cecil County, Maryland in Liber U.A.S. No. 326, folio 556, and by Supplemental Declaration dated November 15, 1977 and recorded among the Land Records of Cecil County, Maryland in Liber U.D.S. No. 8, folio 457 (all of the aforementioned Declarations being hereinafter referred to as the "Original Declarations"); and

WHEREAS, the Declarant intends to continue the sale, rental and conveyance of Funsteads and campsites, and desires to restate the Original Declarations for the purpose of clarifying certain provisions of the Original Declarations and combining all of the provisions of the Original Declarations in one document;

NOW THEREFORE, Declarant does hereby restate the Original Declarations and hereby declares that all of the Funsteads and Property are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following restrictions, covenants, conditions and charges (hereinafter collectively referred to as the "Restrictions"), all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said Funsteads and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof, or right to use any part or parts thereof subject to such Restrictions.

1. APPLICABILITY

A. These Restrictions shall apply to subdivided numbered Funsteads only and are specifically excluded from application to other lands designed in the plat as parcels or as lands of Declarant, which parcels and lands are intended for residential, commercial, recreational or other uses.

2. TERM

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them. Declarant reserves to itself, its successors and assigns, the right to amend at any time all or any of these Restrictions without affecting the legal rights or title of any prior Funstead owner.

3. MUTUALITY OF BENEFIT AND OBLIGATION

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Funstead in the Glen and the Subdivision and are intended to create mutual, equitable servitude upon each of said Funsteads in favor of each and all of the other Funsteads therein; to create reciprocal rights between the respective owners of all of said Funsteads therein; to create reciprocal rights between the respective owners of all of said Funsteads; to create a privity of contract and estate between the grantees of said Funsteads, their heirs, successors and assigns, and shall as to the owner of each such Funstead, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other Funsteads in the Glen and Subdivision and their respective owners.

4. EXCLUSIVE CAMPING USE AND IMPROVEMENTS

A. No Funstead shall be used except for camping purposes.

B. No improvements or equipment of any kind shall be erected, placed or permitted to remain on any Funstead other than: Storage sheds of design and color specified by the Funstead Site Control Committee (as described in Paragraph 5 hereof); Tent Decks; Fireplaces; Barbeque Pits; Picnic Tables; Picnic Benches; Lawn Furniture; Retaining Walls; Concrete Pads; Tents; Recreational Vehicles; Boats; Canoes; and Trash Receptacles and such other improvements or equipment as may be approved by the Funstead Site Control Committee, from time to time, in accordance with these Restrictions.

C. All sports equipment, fuel tanks, camping gear, sleeping bags and other equipment must be stored from view from any direction.

5. FUNSTEAD SITE CONTROL COMMITTEE

A. The Funstead Site Control Committee (herein called "Committee") shall be composed of eleven (11) members to be appointed by the Declarant, its successors or assigns. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant.

B. No improvement or equipment of any type shall be erected, placed or permitted to remain on any Funstead without prior approval of the Committee as herein provided. All plans and specifications for any improvement whatsoever to be erected on or moved upon or to any Funstead shall be submitted to the Committee in duplicate complete sets and no improvements of any kind shall be

erected, altered, placed or maintained upon any Funstead unless and until the final plans and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the Funstead of the proposed improvement to be constructed, Funstead number, owner's name and mailing address.

C. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of such plans and specifications with the approval or disapproval endorsed thereon shall be returned to the person or persons submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

D. The Committee shall have the right to disapprove any plans or specifications submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions; if the design or color scheme of the proposed improvement is not in harmony with the general surroundings of such Funstead; if the plans and specifications submitted are incomplete or contain discrepancies; or in the event the Committee deems the plans and specifications or any part thereof to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final.

E. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work according to such plans and specifications.

6. SIZE AND PLACEMENT OF IMPROVEMENTS

A. The Committee shall have the authority to set up regulations as to the height, size and color requirements for all types of improvements.

B. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, fencing will be allowed only along the road boundary of any Funstead and must be of the style and color of the sample erected by Declarant on development. Shrubs and trees may be planted around the boundaries for privacy but not until all utilities are completed and in operation.

7. GENERAL PROHIBITIONS AND REQUIREMENTS

A. The following general prohibitions and requirements shall prevail as to the construction and activities conducted upon any Funstead in the Glen or Subdivision.

1. No Funstead shall be used as a residence or for anything except camping purposes.

2. No sewage or waste disposal structures, systems or operations, whether of a permanent or temporary nature, shall be permitted on any Funstead. No dumping of sink or other waste water in the ground is permitted.

3. No drilling for water or digging of water wells shall be permitted on any Funstead.

4. No garage or other outbuilding, except as otherwise noted, shall be permitted on any Funstead.

5. Once construction of permitted improvements is started on any Funstead, the improvements must be substantially completed as approved within two (2) months following commencement.

6. No animals or livestock of any description except the usual household pets shall be kept on any Funstead. All household pets which are permitted to enter upon or remain with the Glen or Subdivision must constantly be under leash at all times.

7. (a) All signs, billboards and advertising structures of every kind are prohibited.

(b) Subject to other limiting conditions stated elsewhere herein, owners of Funsteads who wish to offer same for sale to others may post notices to this effect which are no larger than four (4) inches by six (6) inches each on a central bulletin board provided by and at a location selected by the Committee.

8. (a) No stripped down, partially wrecked or junk motor vehicle or sizeable part thereof, and no discarded or abandoned material of any kind shall be permitted to be parked or stored upon any Funstead or along any service driveway, street, park area or community property within the Glen or Subdivision.

(b) No washing of cars, trailers, bikes and any other equipment shall be permitted on any Funstead, watering points, dumping stations, comfort stations, parking lots or roads, except in areas designated by Declarant.

9. No vehicle shall be parked on or along any street or service driveway or community property within the Glen or Subdivision except on designated

parking areas or lots. No commercial truck shall be parked for storage at any time on any Funstead in the Glen or Subdivision except during deliveries or servicing, with the exception of trucks designed and equipped for camping uses.

10. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed either underground or screened by fencing or shrubbery so as not to be visible from any direction, service driveway, community property or other Funstead within the Glen or Subdivision at all times except during refuse collections.

11. No outdoor clothes poles, clothes lines and similar equipment shall be permitted on any Funstead.

12. No owner of any Funstead shall build or permit the building thereon of any improvement or the parking of any vehicle thereon or the placing of any material, furniture, equipment, gear, watercraft or receptacles thereon that is to be used as an exhibit unless prior written permission to do so shall have been obtained from the Committee.

13. All Funsteads, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Funstead or the objectionable accumulation of rubbish or debris thereon. All tents shall be removed during the winter months (December 1st to March 31st) unless they are to be actually used for camping during this period.

14. No noxious, offensive or illegal activities shall be carried on any Funstead nor shall anything be done on any Funstead that shall be or become an unreasonable annoyance or nuisance to the neighborhood nor shall any grease, cooking oils or animal fats be poured or spilled on the ground within the Glen or Subdivision.

15. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any Funstead and no derrick or other structure designed for use in boring for oil, water or natural gas, shall be erected, maintained, or permitted on any Funstead.

16. Any improvements or material on any Funstead in the Glen which may be destroyed in whole or in part by fire, windstorm or any other cause or act of God must be rebuilt or all debris removed and the Funstead restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than two (2) months.

17. No trees, shrubs or bushes shall be removed from any Funstead in the Glen or Subdivision without the prior written consent of the Committee.

18. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any Funstead or be thrown into or left on any service driveway or road or on the shoreline of any lake, pond, river or bay in the Glen or Subdivision.

19. In order to enhance the appearance and orderliness of the Glen or Subdivision, the Declarant hereby reserved for itself, its successors and assigns the exclusive right to operate, or from time to time grant an exclusive license to a third party to operate, a commercial scavenging service within the Glen or Subdivision for the purpose of removing garbage, trash and other like refuse. The charge to be made for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other subdivision of high standards in the area and shall be subject to change from time to time.

20. There shall be no access to any Funstead on the perimeter of the Glen or Subdivision except from the service driveways within the Glen unless otherwise specified.

21. No open fires of any kind shall be permitted on any Funstead except within the confines of a masonry fireplace of approved design, a barbeque pit of approved design, a clear space of ground encircled with large stones in an approved manner, a metal cooking device of approved design or a metal brazier of approved design. No burning of wood, leaves, trash, garbage or other refuse shall be permitted without a "burning permit" obtained from the Security Officer or the designated agents within the Subdivision. All such fires must be attended at all times and thoroughly extinguished upon completion of use.

22. No camping shall be permitted in any easement area, within the setback areas or on any community property, streets or service driveways. No more than one camping recreation vehicle and one tent OR two tents shall be permitted at any one time on any Funstead except upon prior issuance of a permit from the Committee or its agent within the Subdivision.

23. No motor vehicle of any type may be driven or towed in a reckless manner on or along any street or service driveway within the Glen or Subdivision. Furthermore, all such vehicles must observe speed restrictions and noise limita-

tions throughout the Glen and Subdivision as established or changed from time to time by Declarant.

24. The excessive use of intoxicating beverages of any kind is strictly prohibited on any Funstead or any public area within the Glen or Subdivision, and persons who appear to be intoxicated shall not be permitted to enter upon or remain within the Glen or Subdivision.

25. No modification or tampering with the utilities (water, sewer and electric system) are allowed in any way except with the express written consent of the Declarant.

26. All recreational vehicles shall be currently licensed and inspected in accordance with the laws of the State of Registry. No recreational vehicles shall be permanently installed on any Funstead. No recreational vehicle or other vehicle which exceeds thirty-five (35) feet in length shall be permitted on the Funstead or in the Glen or Subdivision, without the advance approval of the Site Control Committee. The Committee shall have the authority to establish and to modify standards regarding the age and length of recreational vehicles to be placed on any Funstead. Any recreational vehicle which does not meet the standards established by the Committee will not be allowed on any Funstead or any public area within the Glen or Subdivision.

27. No minibikes, motor scooters or go-carts are allowed in the Glen or Subdivision. Only licensed motor vehicles including motor bikes, scooters or go-carts are allowed in the Glen or Subdivision. Licensed motor bikes can be used only between the hours of 9:00 A.M. and Dusk.

28. No generators or motorized apparatus or any other items that would create noise or nuisance are allowed to be used in the Glen or Subdivision except between the hours of 9:00 A.M. and Dusk.

29. Visitors to the Subdivision must have a permit to enter. The host of the visitors must brief all guests on the rules and regulations and must accept full responsibility for their compliance during their stay. Any property owner who plans to have more than six (6) guests at one time and plans to use any recreational facilities must have advance approval to use such facilities.

30. No hunting or shooting, use of firearm, pellet guns, air guns or bows and arrows are allowed except in designated areas.

31. No mobile homes, house trailers, converted buses or school buses of any type shall be permitted. No bus or van shall be permitted on the Funstead as a recreational vehicle unless it has been converted and equipped in a manner approved by the Committee.

32. It is each owner's responsibility to build a driveway and parking area on his Funstead and, if necessary, to install a culvert or drainage pipe. No culvert pipe less than twelve (12) inches in diameter may be installed, and all culvert pipes must be approved in size and location by the Committee before installation.

33. No camping, fishing, loitering or picnicing shall be permitted in the easement area reserved for hiking and walking around the perimeter of any lakes, rivers, ponds or streams.

34. No campsite or Funstead can be rented or leased by the owner. Only members and their accompanied guests are allowed in the Subdivision.

B. VARIANCES

A. The Committee may allow reasonable variance and adjustment of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purpose of this Restated Declaration of Restrictions and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Glen or the Subdivision.

9. EASEMENTS

A. Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

1. For the use and maintenance of drainage courses of all kinds designated on the plat as "Drainage Easements". These easements are ten (10) feet in width unless otherwise specified on the recorded plat and are centered around the existing drainage channels.

2. For maintenance and permanent stabilization control of slopes in the slope-control areas as set forth in the note regarding slope easements on the plat.

3. Additional easements shall be granted as are required for the practical construction, operation and maintenance of any water, sewer or electrical facilities. Such easements to be granted upon request of the applicable utility or utilities.

B. Declarant has dedicated, or will dedicate, to the appropriate utility company or companies rights-of-way and easement areas for the installation

and maintenance of public utilities over strips of land five (5) feet in width alongside property lines, ten (10) feet in width along rear property lines and fifteen (15) feet in width along the front property line and fifteen (15) feet in width along all Glen boundaries.

1. On corner Funsteads where service driveway easements extend along two Funstead boundary lines, such strips of land shall be fifteen (15) feet in width along both such boundary lines.

2. Declarant reserves the right to not so dedicate to the appropriate utility company or companies such rights-of-way and easement areas where no such public utilities are required or desired.

C. Declarant reserves for itself, its successors or assigns an exclusive easement for the installation and maintenance of all-weather service driveways, community footpaths, community bridle paths and the like within the rights-of-way and easement areas reserved and defined in paragraph 9B above.

D. On each Funstead, the rights-of-way and easement areas reserved by Declarant or dedicated to public utility purposes shall be maintained continuously by the Funstead owner, but no improvements, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems. Improvements within such areas shall also be maintained by the respective Funstead owners except for which a public authority or utility company is responsible and except for any service driveways installed therein by Declarant.

E. The Funstead in the Glen or Subdivision shall be burdened by such additional easements as may be shown on the recorded plats.

F. Every Funstead in the Glen or Subdivision that lies contiguous to a lake, pond or river shall be subject to a flowage easement to an elevation on the Funstead equal to the high water elevation of such lake, pond, bay or river as stated on the recorded plats.

10. OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS OR RECREATIONAL AMENITIES

A. Each of the streets in the Glen or Subdivision designated on the plat is a private street, and each of the service driveways therein is a private footpath, and each community bridle path therein is a private bridle path, and every park, community area, recreational facility and other amenity within the Glen or Subdivision is a private park, area, facility, or amenity and neither Declarant's execution or recording of the plat nor any other act of Declarant with respect to the plat is, or is intended to be, or shall be construed as a dedication to the public of any of said streets, service driveways, footpaths, bridle paths, parks, community areas, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of said streets, service driveways, footpaths and community areas is reserved to Declarant, its successors and assigns; to the persons who are, from time to time, members or associate members of Indian Acres Club of Chesapeake Bay, Inc., to the tenants and occupants of any guest house, inn, hotel facilities or camp site that may be erected within the boundaries of the Glen or Subdivision and to the approved invitees of all the aforementioned persons. The use and enjoyment of the easements is subject to reasonable regulation by the Declarant including the denial of all use of recreational facilities during any periods that annual charges provided in Paragraph 11E hereof are due and unpaid.

B. The ownership of the recreational amenities within the Glen and Subdivision which may include but shall not be limited to lakes, ponds, rivers, dams, islands, marinas, beaches, water access tracts, golf courses, tennis courts, swimming pools, clubhouses and adjacent clubhouse grounds, riding stables, bridle paths, footpaths, community picnic areas, playgrounds and playfields and other community areas, shall be in Declarant or its successors or assigns and the use and enjoyment thereon shall be on such terms and conditions as Declarant, its successors or assigns, shall from time to time license; provided, however, that any or all of such amenities may be conveyed or leased to Indian Acres Club of Chesapeake Bay, Inc., upon such terms and conditions as may be acceptable to Declarant.

C. Declarant reserves for itself, its successors and assigns a fifteen (15) foot wide strip of ground around the outer perimeter of the Glen as shown

on the recorded plats. There shall be no access to any Funstead on the perimeter of the Subdivision through, over or across the aforesaid fifteen (15) foot strip, all access to said Funstead being from service driveways in the Glen provided in Paragraph 7A-20 or as otherwise approved.

11. INDIAN ACRES CLUB OF CHESAPEAKE BAY, INC.

A. The purchaser of a Funstead acknowledges that the Declarant has granted to Indian Acres Club of Chesapeake Bay, Inc. a non-stock Maryland Corporation, (hereinafter referred to as the "Club") the exclusive right to operate and maintain all community areas and recreational facilities and understands that the Club is engaged in the sale of membership to the general public and that use of the community areas and recreational facilities in the Glen and Subdivision will be in common with non-Funstead owners who are members of the Club.

B. Every person who acquires title (legal or equitable) to any Funstead in the Subdivision or acquires a "right of use" certificate by purchase of a "membership" must become a member of the Club and no such person shall acquire such title until he has been approved for membership in the Club, nor shall the owner of a Funstead in the Glen or Subdivision convey title to said Funstead to any person who has not been approved in writing for membership in the Club; provided, however, that such membership is not intended to apply to those persons who hold an interest in any such Funstead merely as security for the performance of an obligation to pay money, e.g., mortgages, deed of trust, or real estate contract purchase. However, if such a person should realize upon his security and become the real owner of a Funstead within the Subdivision, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of Funstead within the Subdivisions and on members of the Club, including those provisions with respect to alienation and the payment of an annual charge.

C. The Club shall be responsible for maintaining adequate insurance coverage on all Club facilities and having any facilities replaced if damaged or destroyed.

D. The Club shall be responsible for the maintenance, repair and upkeep of the private streets, service driveways, parks, and other community areas within the Subdivision and the appurtenant drainage and slope easements reserved by Declarant. The Club shall also be the means for the promulgation

and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets, service driveways, parks and other community areas and such other properties within the Subdivision as it may from time to time own or for which it may assure or accept responsibility.

E. The Club shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including, but not limited to, the power to levy against every member of the Club a uniform annual charge per Funstead or membership the amount of such charge to be determined by the Club after consideration of current maintenance needs, leasing fees and future needs of the Club, for the purposes set forth in its Articles of Incorporation; provided, however, that the uniform annual charge shall in no event be less than \$150.00 per Funstead or issued "right of use" certificate and provided further that no such charge shall ever be made against, or be payable by, the Declarant, the Club itself, or any corporation or corporations that may be created to acquire title to, and operate, any lake, pond, river, dam, island, beach marina, water access tract, golf course, tennis court, swimming pool, clubhouse, clubhouse grounds, riding stable, bridle path, footpaths, community picnic areas, playground, playfield or other like community and recreational facilities within the Subdivision.

1. Every such charge so made shall be paid by the member to the Club on or before the first day of January of each year, for the ensuing year. The Club shall fix the amount of the annual charge per Funstead and "right of use" certificate by the first day of December of each year, and written notice of the charge shall be sent to each member, at the last known address furnished to the Club by each member.

2. If any such charge shall not be paid when due it shall bear interest from date of the delinquency at the highest legal rate at the time; the Club may publish the name of the delinquent member in a list of delinquent members, or by any other means of publication, and the Club may file a notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fee, which lien shall encumber the Funstead in respect of which the charge shall have been made, and which notice shall be filed in the Office of the Circuit Court of Cecil County, Maryland. Every such item may be foreclosed by equitable foreclosure at any time within three (3) years after

the date on which the notice thereof shall have been filed. In addition to the remedy of lien foreclosure, the Club shall have the right to sue for such unpaid charges, interest costs, and reasonable attorney's fees, in any court of competent jurisdiction as for a debt owned by the delinquent member or members to the Club. Every person who shall become the owner of the title (legal or equitable) to any Funstead in the Subdivision by any means is hereby notified that, by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Club all charges that the Club shall make pursuant to any paragraph or subparagraph of these Restrictions.

3. The Club shall upon demand at any time furnish a Certificate in writing signed by an officer of the Club certifying that the charges on a specified Funstead have been paid or that certain charges against Funstead remain unpaid, as the case may be. A reasonable charge may be made by the Club for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any charges therein stated to have been paid.

4. The Club shall have the authority to assess each member an additional charge per Funstead or membership to provide a fund for necessary improvements, replacements and construction of capital facilities within the Property. This charge shall be held by the Club separate and apart from other funds received for maintenance of the Property, and such funds shall only be used for improvements, replacement and construction of capital facilities within the Property.

F. The Club shall be charged with the responsibility for the improvement and maintenance of the streets, service driveways, recreation facilities, utilities, comfort stations and all other amenities within the Glen and Subdivision designated as parks on the plats thereof, except Funsteads.

G. The lien of a deed of trust representing a first trust placed upon any Funstead for the purpose of permanent financing recorded in accordance with the laws of the State of Maryland shall be, from the date of recordation, superior to any and all such liens provided for herein.

H. During the period that the annual charge for services rendered to the member is due and unpaid, an owner or member may be denied use of the recreational facilities and utility service.

I. The Club grants the Declarant or successors and assigns the right to use said facilities and property designated for rental campsite use.

J. "Right of Use" certificates shall not be transferable.

K. It is the intention of the Declarant that at a certain time in the future, Declarant will transfer to the Club all of the Declarant's rights and obligations with respect to the operation of the Property (excepting rights with respect to the then unsold Funsteads). Declarant and its predecessors in interest respecting the Property, have contracted with certain Funstead purchasers and Funstead owners that the time of such transfer shall take place when eighty (80%) percent of the total number of Funsteads held for sale or other disposition by Declarant and its predecessors have been sold, leased, conveyed or otherwise disposed of (which total number of Funsteads shall be determined with reference to the latest recorded plat or plats covering all nine (9) Glens). At such time as such requisite number of Funsteads have been disposed of:

1. The Club will be obligated to purchase from the Declarant all of the common areas and recreational facilities on the Property for a total purchase price equal to the figure obtained by multiplying the number of Funsteads sold, under contract of sale, or otherwise disposed of, along with a contract reference to this obligation, by \$495.00, such price to be paid in cash by the Club to the Declarant at such times and in such amounts as the Club becomes entitled to payment from its membership, unless Declarant expressly approves in writing some alternate manner of payment.

2. Upon payment of the above purchase price, Declarant will execute and deliver to the Club a deed conveying title to such common areas and recreational facilities, and all of the Declarant's rights and obligations with respect to the Property (excepting rights with respect to the then unsold Funsteads).

3. Notwithstanding the foregoing, the Declarant, its agents, employees and representatives, shall be permitted and allowed, and do hereby reserve the right, to maintain the sales office and all sales facilities on the Property, plus access to all other parts of and facilities and amenities of the Property, free of rental or other charge, for the sole purpose of continuing and completing its sale or other disposition of Funsteads; and the Declarant shall continue to be exempt from the payment referred to in Paragraph 11K-4 below, as well as any lot charges or assessments determined by the Club with respect to any Funsteads not yet sold or still owned by the Declarant.

4. Every person or other entity who acquires title, legal or equitable, to any Funstead, or has contracted to acquire such title, with a con-

tract reference to this obligation, shall be obligated to pay to the Club, as his, her or its share of the purchase price set forth in Paragraph 11A above, the sum of \$495.00 per Funstead. Said sum shall be payable in cash within ninety (90) days after the requisite number of Funsteads have been disposed of. In lieu of the cash payment, payment may be made by delivering the sum of \$95.00 to the Club in cash within said ninety (90) day period, and by execution of a promissory note (in a form satisfactory to the Club) for the balance, payable in four (4) annual installments of \$100.00 each with interest not to exceed Twelve (12%) percent per annum. Until such owner's portion of the purchase price has been fully paid, Declarant and the Club shall have a lien upon the Funstead in the amount of the unpaid portion plus the amount of any expenses and costs, including reasonable attorneys fees, necessary to execute on the lien and collect the amount due in the event of a default or defaults in payment.

12. MOTOR VEHICLE SPEED LIMITS

A. Speed limits and other rules governing motor vehicles operation for streets and service driveways and the rules governing the use of parks and other such community areas within the Glen and Subdivision shall be as promulgated from time to time by the Club, its successors and assigns. Appropriate postings of these speed limits shall be made. The Club shall have the power to assess fines for the violation of the motor vehicles speed limits and use rules in accordance with a schedule of fines promulgated by the Club. Every such fine shall be paid promptly upon its being assessed; if it is not, the Club may add the amount of the fine to the annual charge made by the Club, pursuant to subparagraph 11E of the Restrictions, and the amount of such fines shall be collectible by the same means as are prescribed in said subparagraph for the collection of delinquent annual charges of the Club.

13. CLUB'S RIGHT TO PERFORM CERTAIN MAINTENANCE

A. In the event an owner of any Funstead in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Club, the Club shall have the right, through its agents and employees, to enter upon said Funstead and repair, maintain, and restore the Funstead and the exterior of any improvement erected thereon and to remove accumulated rubbish, debris, abandoned or derelict or incomplete improvements and material. In the event that an owner of any Funstead in the Subdivision shall construct or endeavor

clean up

to construct or move upon or place upon the premises any vehicle or item of material which does not conform to the requirements of these Restrictions or any unapproved improvement, the Club shall have the right to enter upon said Funstead and remove such vehicles, material or improvement.

1. The Club shall first notify the owner of any Funstead, in writing, of its intent to so enter upon the premises for the purpose of performing such maintenance or violation correction in compliance with the provisions of these Restrictions and allow such owner thirty (30) days to accomplish such maintenance or violation correction before the Club will exercise its right to enter upon said Funstead as empowered by these Restrictions.

2. The costs of such maintenance or violation correction shall be added to and become part of the annual charge to which such Funstead is subject.

14. PROVISIONS IN RESPECT OF WATERWAYS AND FUNSTEADS SITE CONTIGUOUS THERETO

A. Certain Funsteads in the Glen and Subdivision may be as aforesaid, contiguous to the lakes, ponds, bays or rivers that exist or may be established at or within the boundaries of the Subdivision. The water in, and the land under, said lakes, ponds, rivers and creeks is and will be owned by the Declarant, its successors and assigns. Said lakes, ponds, rivers and creeks are or will be depicted in the recorded plats of the Subdivision, and the normal pool water elevations and the high water elevations at said waterways are, or will be, also indicated on said plats. The title that will be acquired by the grantee of the Declarant's title to any of said contiguous Funsteads (and by the successors and assigns of such grantee) shall extend only to the shoreline of the lake, pond, bay, river or creek to which such Funstead is contiguous, as said shoreline would be established on the date hereof if the water elevations in said waterways were at an elevation one (1) vertical foot above normal pool water elevation indicated in said Subdivision plat and as the shoreline may hereafter be established by the water, at an elevation one (1) vertical foot above normal pool water elevation, by erosion from said shoreline. No such grantee, nor any of such grantee's successors or assigns, shall have any right with respect to any stream that is a tributary to said lake or ponds or river or bay with respect to said waterways, the land thereunder, the water therein, or its elevation, use, or condition, and none of said Funsteads shall have any riparian rights or incidents appurtenant; provided, further that title shall not pass by reliction or

submergence or changing water elevations. The Declarant, its successors and assigns shall have the right at any time to dredge or otherwise remove any accretion or deposit from any of said lakes, ponds, rivers, bays and creeks in order that the shoreline of the same may be moved toward or to, but not inland beyond, the location of said shoreline as it would exist as of the date hereof if the water elevations in said waterways were at an elevation one (1) verticle foot above the normal pool water elevation indicated in said Subdivision plat, and title shall pass with such dredging or other removal as by erosion.

15. RESERVATION OF EASEMENT OF DECLARANT FOR OPERATION OF WATERWAYS

A. The Declarant reserves to itself, and its successors and assigns, such an easement upon, across and through the waterfront portion of each of said Funsteads contiguous to said lakes, ponds, rivers or bays as is reasonably necessary in connection with operating said lakes, ponds, rivers or bays. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Declarant nor any successor or assign of the Declarant shall be liable for damages caused by ice, erosion, washing, flooding or other action by the water. The Declarant reserves to itself, and its successors and assigns, for purposes incident to its operation of said lakes, ponds, rivers or bays, an easement along any waterfront boundary of any Funstead which is contiguous to such waterways. This easement is fifteen (15) feet in width unless otherwise specified on the recorded plats and extends the full length of all waterfront boundaries involved.

B. The Declarant reserves to itself, and its successors and assigns, the right to raise and lower elevation of said lakes and ponds, but neither the Declarant nor any successor or assign of the Declarant shall have any easement to raise (by increasing the height of any dam or spillway, or otherwise) the high water elevation of said lakes or ponds to an elevation above the indicated on said Subdivision plats.

16. REMEDIES

A. The Club, Declarant, or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

B. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by the party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

17. GRANTEE'S ACCEPTANCE

A. The Grantee of any Funstead subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Funstead site, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the Funsteads within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such Funstead, including but not limited to its proximity to recreational and camping facilities and their inherent activities and to waterways of every kind.

18. UTILITIES

A. All electrical service within the Glen and Subdivision shall be provided by the Declarant, the Club or by an electric power company, designated by Declarant, its successors or assigns, and owners of Funsteads shall be conclusively presumed to have covenanted by acquiring title to his Funstead to pay charges for such electrical service at established rates filed with and approved by the Maryland State Corporation Commission which will be included in the annual charge.

B. Provision of centralized sanitary facilities, including but not limited to water closets, showers and lavatories, for the use and benefit of all Funstead owners and members and associate members holding "right of use" certificates of the Club is to be made by Declarant, its successors or assigns at the

points and to the extent indicated upon the recorded plats of the Glen and the Subdivision. Further provisions are to be made for such sanitary dumping stations as may be desirable for use by self-contained camping vehicles of approved design for the disposition of accumulated waste materials.

19. SEVERABILITY

A. Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the Restrictions and of and from every other one of the Restrictions and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

B. In the event, and to the extent, that any provision or part of a provision hereof is held to be invalid or unenforceable with respect to any person acquiring title to any portion of the Property, or to any portion of the Property, then the corresponding provision of the Original Declarations shall remain in full force and effect in place of said invalid or unenforceable provision.

20. CAPTIONS

A. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

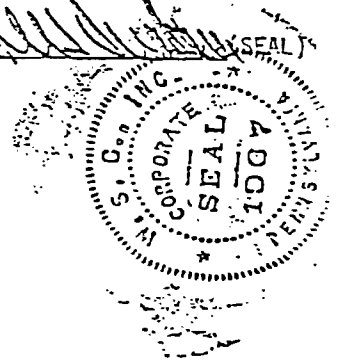
IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

ATTEST:

[Handwritten Signature]
Secretary

W.S.C., INC.

By: *[Handwritten Signature]*
Vice President



DELIVERED TO,
DORIS P. SCOTT
ELKTON, MARYLAND

7-25-78