

JUN 27, 1998

6/29/1998

STATE DEPARTMENT OF REVENUE
AND TAXATION

APPROVED FOR RECORD

6/29/98 at 10:00 A.M.

WHISKEY CREEK COMMUNITY ASSOCIATION, INC.
ARTICLES OF INCORPORATION

3.8
In compliance with the requirements of Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland, the undersigned, a resident of Maryland, who is at least eighteen years of age, has this day formed a nonstock corporation, not for profit, and does hereby certify:

ARTICLE I

The name of the Corporation is WHISKEY CREEK COMMUNITY ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1003 West Seventh Street, Frederick, Frederick County, Maryland.

ARTICLE III

Seymour B. Stern, whose address is 1003 W. Seventh Street, Frederick, Frederick County, Maryland 21701, is hereby appointed the resident agent of the Association.

ARTICLE IV

81808150

The terms "Association", "Common Area", "Declarant", "Lots", "Owner", "Golf Course Property Owner" and "Property" as used in these Articles of Incorporation shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions Relating to the Whiskey Creek Community Association intended to be recorded among the Land Records of Frederick County in (the "Declaration").

ARTICLE V

PURPOSES AND POWERS OF THE ASSOCIATION

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered), and the specific purposes for which it is formed are to provide for: (i) the use, improvement, maintenance, operation and repair of the Common Areas located in the Property including any improvements and amenities located thereon; (ii) the establishment of rules and regulations for the use of the Common Areas including any improvements and amenities

I.D. NO# D5031059

48233
06/19/98

ACKN. NO. - 007C3123867

WHISKEY CREEK COMMUNITY ASSOCIATION, INC.

06/29/98 AT 10:00 A.M.

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located thereon; (iii) the distribution among the Owners and the Golf Course Property Owner of the Property of the costs of the use, improvement, maintenance, and repair of the Common Areas including any improvements and amenities located thereon; and (iv) the promotion of the health, safety, pleasure, recreation, and welfare of the residents of the Lots within the Property. In furtherance of these purposes, the Association, (by action of its Directors unless otherwise noted in these Articles of Incorporation or in the Declaration) shall have full power to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, the Declaration being incorporated herein by reference as if set forth at length;

(b) fix, levy, collect, and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association, subject, however, to the requirements of the Declaration;

(d) borrow money and, with the assent of two-thirds (2/3) of the votes of each class of members of the Association, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility subject, however, to the requirements of the Declaration and to such conditions as may be agreed to by the members; and

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and open space, provided that, except as otherwise provided in the Declaration, any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes of each class of the members; and

(g) have and to exercise any and all powers, rights and privileges which a nonstock corporation organized under the

Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

ARTICLE VI

Every Owner and the Golf Course Property Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VII

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners and the Golf Course Property Owner with the exception of the Declarant and shall be entitled to one vote for each Lot owned and one for the Golf Course Property. When more than one person holds an interest in any Lot, all such persons shall be members; however, for purposes of a quorum they shall be treated as a single member. The votes for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B Member(s) shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) on the seventh anniversary of the date of the Declaration.

Provided, however, the Class B Membership shall be revived (and the Declarant shall again be entitled to three votes for each Lot owned by the Declarant) during any periods of time occurring before the seventh anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the Property additional Lots owned by the Declarant exist which, when added to the other Lots then owned by the Declarant, would result in the Declarant having more than fifty percent (50%) of the votes of the Association were the Declarant to have three votes for each Lot owned by the Declarant instead of only a single vote for each Lot owned by the Declarant.

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Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), or the Government National Mortgage Association (Ginnie Mae) or any successor agencies or entities thereto or any agencies or entities providing similar programs shall require such action as a condition precedent to the approval by such agency or entity of the Property or any part thereof or any Lots thereon for approved mortgage financing purposes under applicable VA, FHA, Freddie Mac, Fannie Mae, Ginnie Mae, or similar programs. If the VA or the FHA or any successor agencies thereto approve the Property or any part thereof or any Lot thereon for federally approved mortgage financing purposes, any amendments to these Articles made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland the undersigned, Robert J. Kresslein, whose post office address is 1003 W. Seventh Street, Frederick County, Maryland ^ being at least eighteen years of age, has executed these Articles of Incorporation this 19 day of June, 1998, for the purpose of incorporating this Association.


Robert J. Kresslein

DEPARTMENT OF
ASSESSMENTS AND TAXATION



Charter Division

HARRIS N. GLENDENIN
Governor
RONALD W. WINEHOLZ
Director
PAUL B. ANDERSON
Administrator

DOCUMENT CODE

BUSINESS CODE

COUNTY

#

P.A.

Religious

Close

Stock

Nonstock

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10 Expedited Fee
61 Rec. Fee (Arts. of Inc.)
20 Organ. & Capitalization
62 Rec. Fee (Amendment)
63 Rec. Fee (Merger, Consol.)
64 Rec. Fee (Transfer)
66 Rec. Fee (Revival)
65 Rec. Fee (Dissolution)
75 Special Fee
73 Certificate of Conveyance

21 Recordation Tax
22 State Transfer Tax
23 Local Transfer Tax
70 Change of P.O., R.A. or R.A.A.
31 Corp. Good Standing

Returns

52 Foreign Qualification
NA Foreign Registration
51 Foreign Name Registration
53 Foreign Resolution
54 For. Supplemental Cert.
56 Penalty
50 Cert. of Qual. or Reg.
83 Cert. Limited Partnership
84 Amendment to Limited Partnership
85 Termination of Limited Partnership
80 For. Limited Partnership
91 Amend/Cancellation, For. Limited Part.
87 Limited Part. Good Standing
67 Cert. Limited Liability Partnership
68 LLP Amendment - Domestic
69 Foreign Limited Liability Partnership
74 LLP Amendment - Foreign
99 Art. of Organization (LLC)
98 LLC Amend, Diss, Continuation
97 LLC Cancellation.
96 Registration Foreign LLC
94 Foreign LLC Supplemental
92 LLC Good Standing (short)
13 Certified Copy
Other

TOTAL
FEES

Credit Card

Check

Cash

Documents on

checks

APPROVED BY:

(New Name)

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent

Address

Resignation of Resident Agent

Designation of Resident Agent

and Resident Agent's Address

Change of Business Code

Adoption of Assumed Name

Other Change(s)

CODE

ATTENTION:

MAIL TO ADDRESS:

NOTE:

CERTIFIED
COPY MADE

JUNE 19, 2004

BK 4701 PG 0578 239

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WHISKEY CREEK COMMUNITY ASSOCIATION, INC.

This Supplemental Declaration of Covenants, Conditions and Restrictions for Whiskey Creek Community Association, Inc. (hereinafter "Supplemental Declaration") is made as of the 19 of June, 2004 by and among Dunn Goodwin Whiskey Creek, LLC (hereinafter "Declarant"), Resources Residential Construction Management, Inc. (hereinafter "Owner") and Whiskey Creek Community Association, Inc. (hereinafter "Association").

WITNESSETH:

WHEREAS, Declarant did execute and record a certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Whiskey Creek Community Association, Inc., dated 28 October 1999 and recorded among the Land Records of Frederick County in Liber 2649, folio 353 (the "Declaration"); and

WHEREAS, Declarant under said Declaration reserved the right to annex addition real property by recording a Supplemental Declaration and to add complementary or supplemental additions and modifications to the Covenants set forth in the Declaration; and

WHEREAS, Declarant wishes to annex the property hereinafter described and to modify the Declaration; and

WHEREAS, Owner acquired the property herein annexed by Deed from Dunn Family, LLC, dated 3 February 2004 and recorded among the Land Records of Frederick County in Liber 4405, folio 412 and joins in the execution of this Supplemental Declaration for the purpose of consenting to the annexation and modification set forth herein; and

WHEREAS, the Association joins in the execution of this Supplemental Declaration for the purpose of acknowledging its acceptance of the Supplemental additions and modifications set forth herein.

NOW THEREFORE in consideration of the reservations and rights set forth in the Declaration, Declarant hereby modifies the Declaration as follows:

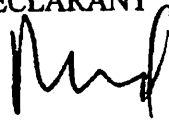
1. Annexation. The real property which is, and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and improved subject to the Declaration shall be amended to include the property described as: Lots 2, 3, 4, 5 and 6 and the Open Space as shown on a plat entitled "Final Plat, Agricultural Cluster Subdivision, Section 2, Plat 1, Lots 2-6 & Open Space, WHISKEY CREEK ESTATES" recorded in Plat Book 75, page 175, one of the plat records of Frederick County, Maryland (hereinafter the "Annexed Property").
2. Common Driveways. Pursuant to Article VI of the Declaration, the Annexed Property which has no common driveways shall not be subject to assessments for the maintenance of the

common driveways which serve certain lots in Section 1, Whiskey Creek Estate. The owners of those lots located in Section 1 and served by common driveways shall alone be responsible for the maintenance of their common driveways.

3. Architectural Approval for Annexed Property. The Declarant, pursuant to an Agreement of Sale between Declarant and Owner, will contain architectural control over the homes to be built by the Owner on the Annexed Property; and until after the completion of construction, sale and settlement by Owner of each improved lot located on the Annexed Property, neither the Board of Directors of the Association nor any architectural control committee of the Association shall have the authority to approve or disapprove Owner's plans and specifications. Further, Declarant agrees not to delegate to the Association his authority to approve plans and specification for the Annexed Property, until after Owner has transferred all lots located on the Annexed Property to his customers.
4. Annexed Property Representative on Board of Director. The Association agrees to accept the appointment by the Owner of one (1) Director to serve on the Board of Directors of the Association (the "Annexed Property's Director"). The Annexed Property's Director, or Owner's named replacement, shall serve on the Board of Directors of the Association until after the completion of construction, sale and settlement by Owner of each improved lot located on the Annexed Property; after which time the Annexed Property's Director shall be elected in accordance with the Bylaws of the Association.

IN WITNESS WHEREOF, the Declarant, Owner and Association have executed their seal to this Supplemental Declaration as to the day and year first above written.

DUNN GOODWIN WHISKEY CREEK, LLC,
DECLARANT

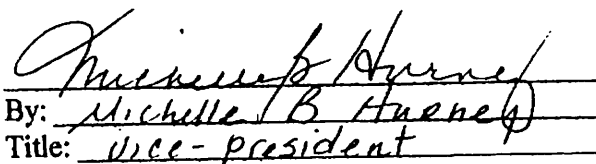


IMP FD SURE \$	20.00
RECORDING FEE	20.00
TOTAL	40.00

By: Reid A. Dunn, Managing Member

Best FR01	Rcpt \$ 48134
SKD DPK	Blk \$ 5729
Jun 29, 2004	11:16 am

RESOURCES RESIDENTIAL CONSTRUCTION
MANAGEMENT, INC., OWNER



By: Michelle B. Huene
Title: vice-president

WHISKEY CREEK COMMUNITY ASSOCIATION,
INC., ASSOCIATION

By: J. S. O. R.
 Title: G. STEPHEN
PRESIDENT

District of Columbia
~~STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:~~

I HEREBY CERTIFY that on this 15 day of June, 2004, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Reid A. Dunn, known to me (or satisfactorily proven) to be the Managing Member of Dunn Goodwin Whiskey Creek, LLC, a Maryland limited liability company, and acknowledged that he/she executed the within instrument for the purposes therein contained and, in my presence, signed and sealed the same and further certified that he/she is duly authorized to make this acknowledgment on behalf of said Dunn Goodwin Whiskey Creek, LLC.

WITNESS my hand and Notarial Seal.

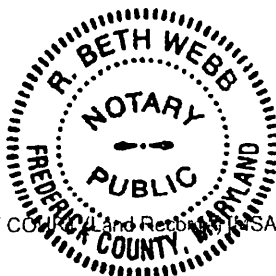
Catalina L. Navarro
 Notary Public, District of Columbia
 My Commission Expires 01-01-2008

Catalina L. Navarro
 Notary Public
 My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 18th day of June, 2004, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Michelle B. Harney, who acknowledged himself/herself to be the Vice-President of Resources Residential Construction Management, Inc., a Maryland corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the foregoing Deed of Trust for the purposes therein contained as the duly authorized Vice President of said Resources Residential Construction Management, Inc., a Maryland corporation by signing the name of the corporation by himself/herself as President and he/she further certified that the said conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the said corporation.

WITNESS my hand and Notarial Seal.



R. Beth Webb
 Notary Public
 My Commission Expires: 4/9/08

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 14 day of June, 2004, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared G. Stephen Ross, who acknowledged himself/herself to be the PRESIDENT of Whiskey Creek Community Association, Inc., a Maryland corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the foregoing Deed of Trust for the purposes therein contained as the duly authorized President of said Whiskey Creek Community Association, Inc., a Maryland corporation by signing the name of the corporation by himself/herself as President and he/she further certified that the said conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the said corporation.

WITNESS my hand and Notarial Seal.



Michelle B. Humey
Notary Public

My Commission Expires: 10/31/2004

Michelle B Humey

Notary Public

Fredrick County MD

My Commission Expires 10/31/2004

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Harry T. deMoll
Harry T. deMoll

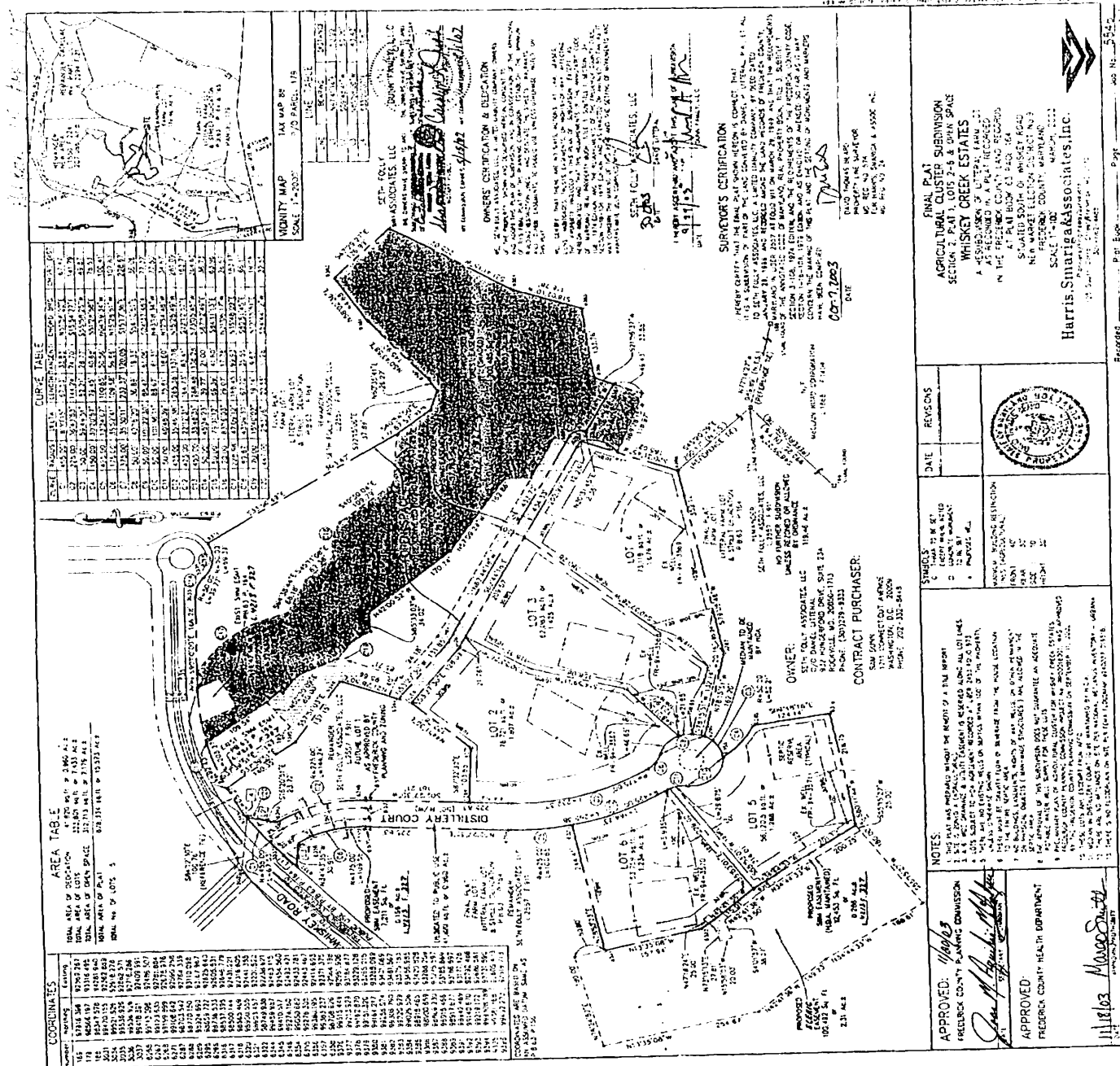
State of Maryland Land Instrument Intake Sheet
☐ Baltimore City ☒ County: Frederick

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Block Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	Deed	Mortgage	<input checked="" type="checkbox"/> Other: <u>Supplemental Deed</u>
		Deed of Trust	Lease	<u>Inc. & Exp.</u>
	Conveyance Type Check Box	Improved Sale	Unimproved Sale	Multiple Accounts
		Arms-Length [1]	Arms-Length [2]	Arms-Length [3]
	Tax Exemptions (if Applicable)			
	Cite or Explain Authority			
	Consideration and Tax Calculations	Purchase Price/Consideration	\$	
		Any New Mortgage	\$	
		Balance of Existing Mortgage	\$	
		Other:	\$	
		Other:	\$	
	Full Cash Value	\$		
	Fees	Recording Charge	\$ <u>40.00</u>	\$
		Surcharge	\$	\$
		State Recordation Tax	\$	\$
		State Transfer Tax	\$	\$
		County Transfer Tax	\$	\$
		Other	\$	\$
		Other	\$	\$
	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).			
		Description/Amt. of SqFt/Acreage Transferred:		
	If Partial Conveyance, List Improvements Conveyed:			
	Transferred From	<u>Dunn Goodwin Whiskey Creek, LLC</u>		
	Transferred To	<u>Resources Residential Construction Management Inc.</u>		
	Other Names to Be Indexed	<u>Whiskey Creek Community Association, Inc.</u>		
	Contact/Mail Information	Name:	<u>Harvey T. Demoll</u>	
		Firm:	<u>Law Office of Harvey T. Demoll</u>	
		Address:	<u>129 W. Patrick St. #3</u>	
		<u>Frederick MD 21701</u>	Phone:	<u>(301) 698-9714</u>
		<input checked="" type="checkbox"/> Return to Contact Person		
		<input type="checkbox"/> Hold for Pickup		
		<input type="checkbox"/> Return Address Provided		
	Assessment Information	Yes <input type="checkbox"/> No <input type="checkbox"/> Will the property being conveyed be the grantee's principal residence?		
		Yes <input type="checkbox"/> No <input type="checkbox"/> Does transfer include personal property? If yes, identify:		
		Yes <input type="checkbox"/> No <input type="checkbox"/> Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).		

Space Reserved for Circuit Court Recording Validation



BYLAWS OF WHISKEY CREEK COMMUNITY ASSOCIATION
ENACTED FEBRUARY __, 1999.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Whiskey Creek Community Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1003 W. Seventh Street, Suite 300, Frederick, Maryland Frederick County, Maryland 21701 but meetings of members and directors may be held at such places within the State of Maryland, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. The terms "Association", "Declarant", "Common Area", "Lots ", "Owner" "Golf Course Property Owner" and "Property" as used in these Bylaws shall have the meanings set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions relating to the Whiskey Creek Subdivision intended to be recorded among the Land Records of Frederick County (the "Declaration").

Section 2. "Member" means those persons or entities entitled to membership in the Association as provided in the Amended Articles of Incorporation.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter, at a date, time and place within the State of Maryland selected by the Board of Directors of the Association.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are (i) entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership or (ii) entitled to vote one-fourth (1/4) of all of the votes of the Class B Membership.

Section 3. *Notice of Meetings.* Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, not less than fifteen (15) nor more than sixty (60) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

Section 4. *Quorum.* The presence at the meeting of Members or proxies entitled to cast one-half (1/2) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. *Proxies.* At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS SELECTION: TERM OF OFFICE

Section 1. *Number.* The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association.

Section 2. *Term of Office.* The terms of office of the "Charter Directors" (as defined in the Articles of Incorporation of the Association) shall be for the period until the first annual meeting of the Members at which their successors are elected. At the first annual meeting of the members, successor directors shall be elected as follows: two (2) directors ("Declarant Directors") shall be elected for an initial term of seven (7) years and one (1) director for a term of one (1) year or until their respective successors are elected, whichever shall be the longer period.

Each successor director, other than a Charter Director, shall be elected at the annual meeting in which the previous directors term expires. Upon completion of the term of a Declarant Director, his successor shall serve for a term of one (1) year or until their respective successors are elected.

Section 3. Removal or Vacancy. Any director, other than a Charter Director, may be removed from the Board, with or without cause, by a majority vote of the Members of the Association including the Declarant so long as the Declarant owns any Lot. In the event of death, resignation or removal pursuant to these Bylaws, of a Declarant Director, his successor shall be selected by the Declarant and shall serve for the unexpired term of his predecessor. In the event of death, resignation or removal, pursuant to these Bylaws, of any other Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination of Directors for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more other persons. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting of the Members, to serve until the close of the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or nonmembers.

Section 2. Election. Election to the Board of Directors

shall be by written ballot. At the election the Member or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed from time to time by resolution of the Board, without the necessity of further notice.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights, and the right of use of any recreational facilities located on any Common Area during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed sixty (60) days for an infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and

(d) employ a manager, independent contractors, or other employees or contractors as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by the holders of one-fourth (1/4) of the votes of the Class A Members or by the holders of one-fourth (1/4) of the votes of the Class B Members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) Fix the amount of the annual assessment against each Lot and the Golf Course Property not later than February 1st of each year;

(2) send written notice of each annual assessment to every Lot Owner subject thereto not later than February 1st of each year, and of each special assessment, at least forty-five (45) days in advance of its due date; and

(3) foreclose the lien against a Lot or the Golf Course Property if the Owner thereof has not paid the assessment thereon within such time as the Board of Directors may determine, or bring an action at law against the Member personally obligated to pay the same;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates; (if the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment with respect to any person relying on the certificate);

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. Not more than two offices may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds, and other written instruments.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and exercise and discharge such other duties as may be required of him by the Board. The Vice-President shall likewise have authority to sign all leases, mortgages, deeds, and other written instruments. The Board of Directors need not elect a Vice President.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members requesting the same.

ARTICLE IX

COMMITTEES

The Association shall appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection

by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the Lot against which the assessment is made. If the assessment is not paid on the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Except for the Declarant, no Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, Common Driveways or abandonment of his Lot.

ARTICLE XII

AMENDMENTS

*2/3 Vote
To Change
Bylaws*

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by the holder of two-thirds (2/3) of the votes of the Members of the Association, including the Declarant so long as it owns any Lot, provided that such Member is present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XII to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Bylaws all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Declarant may be exercised only if the Veterans Administration (VA), the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), or the Government National Mortgage Association (Ginnie Mae), or any successor agencies or entities thereto or any agencies or entities providing similar programs shall require such action as a condition precedent to the approval by such agency or entity of the Property or any part thereof or any Lots thereon for

approved mortgage financing purposes under applicable VA, FHA, Freddie Mac, Fannie Mae, Ginnie Mae or similar programs. If the VA or the FHA or any successor agencies thereto approve the Property or any part thereof or any Lot therein for federally approved mortgage financing purposes, any amendments to these Bylaws made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and the Articles or these Bylaws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on December 31st of that year.

IN WITNESS WHEREOF, we, being all of the Directors of Whiskey Creek Community Association, Inc., have hereunto set our hands this ____ day of _____, 1999.

Certification

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Whiskey Creek Community Association, Inc., a Maryland corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of

48234

10/16/01

said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 19__

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of _____, 1999.

48234
10/16/01

OCT 99

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHISKEY CREEK COMMUNITY ASSOCIATION, INC.

THIS AMENDED AND RESTATED DECLARATION is made this 28th day of October, 1999 hereinafter set forth by Dunn Goodwin Whiskey Creek, LLC, hereinafter referred to as "Declarant", and Whiskey Creek Golf Course, LLC, hereinafter referred to "Golf Course Property Owner".

WITNESSETH:

WHEREAS, Declarant is the record owner of certain Property in the Urbana Election District, County of Frederick, State of Maryland, which Property is more particularly described on the legal description attached hereto and made a part hereof as EXHIBIT A.

WHEREAS, Golf Course Property Owner is the record owner of certain property in the Urbana Election District, County of Frederick, State of Maryland, which is described on EXHIBIT B, and which is to be served by a series of common driveways located on said Property.

WHEREAS, the Declarant desires to provide for the preservation of the land values of the individual Lots within the Property known as the Whiskey Creek Subdivision and desires to commit the Property (and the individual Lots therein) to the covenants, conditions and restrictions set forth herein; and

WHEREAS, the Declarant recorded a certain Declaration of Covenants, Conditions and Restrictions for Whiskey Creek Community Association, Inc., dated August 5, 1998 which were recorded in Liber 2453, folio 973, among the Land Records of Frederick County, Maryland ("Original Declaration"); and

WHEREAS, the Declarant desires replace the Original Declaration in its entirety with this Declaration;

NEW ORIGINAL

NOW THEREFORE, Declarant hereby declares that the Original Declaration shall be of no further force and effect and all the Property described on EXHIBIT A hereto shall be held, sold, hypothecated, leased, used, occupied and conveyed subject to the following easements, restrictions, charges, liens, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in, the Property described on EXHIBIT A, hereto, or any part thereof, their representatives, heirs, personal representatives, successors and assigns, and shall inure to the benefit of each subsequent Owner thereof.

ARTICLE I
DEFINITIONS

Section 1.01. "Association" means the Whiskey Creek Community Association, Inc.

Section 1.02. "Common Area" means those areas of land, designated on the recorded subdivision plats of the Property as "open space" intended to be owned by the Association and devoted to the common use and enjoyment of the owners of the Lots.

Section 1.03. "Community-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing in the community. Such standard may be more specifically determined and set forth by the Declarant or Association (as such term is defined in Section 3.01).

Section 1.04. "Declarant" shall mean and refer to Dunn Goodwin Whiskey Creek, LLC, its successors and assigns, but only to

the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns by an instrument in writing. A deed without further language of assignment shall not be considered such an instrument of writing.

Section 1.05. "Development Plan" shall mean the Site Plan for the Whiskey Creek Subdivision prepared by Harris, Smariga & Associates, Inc., including all amendments thereto as may be made from time to time at the sole and absolute discretion of Declarant. Each and every Owner, by acceptance of the deed or other instrument of conveyance for any Lot, expressly waives the principal of common scheme with respect to the Property and any real property adjacent to the Property, and Declarant shall be free to develop the Property and any real property adjacent to the Property owned and/or developed by the Declarant in any manner which Declarant deems appropriate so long as the Property and any real property adjacent to the Property is developed for residential use, golf course, country club or similar and/or related activities or otherwise provided that all applicable governmental approvals have been obtained.

Section 1.06. "Golf Course Property" shall mean and refer to that certain real property described on EXHIBIT B hereto, together with any and all additions thereto as further described herein.

Section 1.07. "Golf Course Property Owner" shall mean and refer to Whiskey Creek Golf Course, LLC, its successors and assigns.

Section 1.08. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property upon which it is intended that a dwelling be constructed. Lot shall not mean the Golf Course Property.

Section 1.09. "Mortgage" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over all other mortgages. As used in this Declaration, the term "mortgage" shall mean any mortgage and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot.

Section 1.10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the Property, including contract sellers, but excluding contract purchasers and those having such interest merely as security for the performance of an obligation. The record owner of more than one Lot shall be deemed an Owner herein with respect to each Lot.

Section 1.11. "Project" and the "Community" as used in this Declaration means that certain community being developed by the Declarant (or affiliates) in Frederick County, Maryland, known as Whiskey Creek Subdivision", but not only as contained within the Property.

Section 1.12. "Property" shall mean and refer to that certain real property described on EXHIBIT A hereto, together with any and all additions thereto as further described herein.

ON 10/27/99

Section 1.13. "Subdivision Plat" shall mean the subdivision plats for the Whiskey Creek Subdivision prepared by Harris Smariga & Associates, Inc., entitled "Resource Conservation Cluster Subdivision, Section 1, Plat 2, Lots 1-10, Whiskey Creek Estates" recorded at Plat Book 63, page 156-157, among the Plat Records of Frederick County, Maryland and "Resource Conservation Cluster Subdivision, Section 1, Plat 1, Lots 11-13, Whiskey Creek Estates" recorded at Plat Book 63, page 158-159, among the aforesaid Plat Records including all amendments thereto as may be made from time to time at the sole and absolute discretion of Declarant.

Section 1.14. Intent. This Declaration is designed to complement local government regulations and where conflicts occur, the more rigid or restrictive requirement shall prevail. It is the desire and intention of the Declarant to develop the Property as a compatible and uniform residential project, and to impose upon it mutually beneficial covenants under a general plan of improvement for the benefit of the Property, and in order to carry out its specific desire and intention, Declarant reserves unto itself broad discretion and latitude concerning the general scheme of development of the Property and any real property adjacent to the Property. Any reference made in this Article concerning such approval by the Declarant shall include and apply to an Association delegated such powers by the Declarant and/or the Board of Directors of the Association, as applicable. To this end, Declarant or the Association, if so delegated the responsibility as defined in Section 3.01 shall make all final decisions with respect to the development and design approvals of the dwellings, buildings and other improvements within the Property in accordance with this Declaration, and the Owners by acceptance of a deed or other instrument of conveyance for a Lot shall be deemed to have consented to such control by the Declarant or the Association and shall be deemed to have waived the principal of common scheme with respect to the property.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION

Section 2.01. Initial Property Subject to the Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Frederick County, State of Maryland, and is more particularly described on EXHIBIT A attached hereto and by this reference made a part hereof. It is understood, agreed and acknowledged by each and every Owner that the Declarant intends to record in the Land Records of Frederick County, Maryland, final plats of subdivision dividing the Property into individual residential building lots. The Declarant hereby reserves full, complete and absolute discretion to subdivide, resubdivide and improve the Property in any manner which the Declarant deems appropriate so long as the Declarant or is then in title to the portion of the Property being subdivided, resubdivided and improved.

In consideration of the establishment of the common driveways, as described in Section 6.04, Golf Course Owner joins in the execution hereof for the purpose of accepting its obligations hereunder as they relate to the payment of assessments for maintenance, repair and replacement of the driveways and hereby accepts membership in the Whiskey Creek Community Association. Except for the benefits and burdens associated with the common driveways and its membership in the Association as it relates thereto, this Declaration shall not otherwise affect the Golf Course Property.

Section 2.02 Additions.

(a) Additional property may be annexed to the above described real property by the Declarant without the consent of the Owners

for a period of ten (10) years from the recordation of this Declaration by the Declarant, PROVIDED, HOWEVER, that the right of the Declarant to annex such additional property shall be limited to real property situated adjacent to the Property described on EXHIBIT A attached hereto or to the Golf Course Property. Except for the real property described on EXHIBIT A and the additional property which may be annexed thereto, no other real property owned by the Declarant shall be subject to this Declaration. After the aforesaid ten (10) year period, additional property may only be annexed to include any such additional property unless and until the same is annexed to the real property described on EXHIBIT A as provided hereinafter.

(b) Any annexation made pursuant to this Article or otherwise shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions among the Land Records for Frederick County, Maryland which Supplementary Declaration shall extend the scheme of the within Declaration to such annexed property.

(c) Any Supplementary Declaration of Covenants, Conditions and Restrictions made pursuant to the provisions of this Article may contain such complementary or supplemental additions and modifications to the covenants and restrictions set forth in the within Declaration as may be considered necessary by the maker of such Supplementary Declaration of Covenants, Conditions and Restrictions to reflect the different character or use, if any, of the additional property annexed to EXHIBIT A.

ARTICLE III

Section 3.01 Architectural Approval.

(a) Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any Lot accomplished by the Declarant concurrently with said construction and development, no dwelling, building, fence, wall, swimming pool, garage, greenhouse, or other structure or improvement of any type or any nature shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made, commenced or maintained on any Lot (including, but not limited to, changes in color, changes or additions to driveway or walkway surfaces and landscaping modifications) which would, in any manner alter the appearance of any Lot or any improvement thereon until the plans and specifications are submitted to and approved in writing by the Declarant or if delegated by the Declarant by written instrument recorded among the Land Records of Frederick County, Maryland, then the Board of Directors of the Association. Throughout this Declaration, any powers reserved or granted to the "Declarant or Association" shall only be exercisable by the Association if the powers are so delegated.

(b) To the extent applicable, the plans and specifications shall show the nature, kind, shape, heights, size, materials and type of construction of said improvements, changes or alterations, and the plans and specifications shall consist of the final site plans showing the location of all contemplated buildings, dwellings, fences, walls, or other structures, driveways (if applicable), finished grade elevations, and a description of the exterior materials and color scheme. The plans and specifications shall be submitted by the Owner of the Lot or his agent. All changes in approved plans and specifications must be similarly submitted to and approved by the Declarant or the Association.

(c) In the event said Declarant or the Association fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications (and all other materials and information required by the Declarant or Association) have been

received by it, approval will not be required and this Article will be deemed to have been fully complied with by such Owner. Approval by the Declarant or Association shall in no way be construed as to pass judgement on the correctness of the location, structural design, suitability or other qualities of the item being reviewed. Any exterior addition or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and the addition, change or alteration may be required to be restored to the original conditions at the Owner's costs and expense. In any event, no original construction and no such exterior addition or change or alteration shall be made without approvals and permits therefor having first been obtained by the Owner from the applicable public authorities or agencies.

Section 3.02. Initiation and Completion of Approved Changes.

Construction or alterations in accordance with the plans and specifications approved by the Declarant or Association pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Declarant or Association (whether by affirmative action or by forbearance from action as provided in Section 3.01), and shall be substantially completed within twelve (12) months following the date upon which the plans and specifications are approved by the Declarant or Association, or within such longer period as the Declarant or Association shall specify in its approval. In the event construction is not commenced within the period aforesaid, with commencement of construction for purposes herein being defined as the completion of work equal in value to ten percent (10%) of the estimated cost of said construction or alterations in accordance with the plans and specifications, then approval of the plans and specifications by the Declarant or Association shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from the plans and specifications approved by the Declarant or Association without any prior written consent of the Declarant or Association. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Declarant or Association to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 3.03. Certificate of Compliance. Upon completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by the Declarant or Association in accordance with the provisions of this Declaration, the Declarant or Association shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Declarant or Association and construction or installation in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 3.04. Architectural Standards. The Declarant or Association may from time to time adopt and promulgate such standards, rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such standards, rules, regulations, statements, criteria or the like shall be construed as a waiver and/or modification of the provisions of this Article or any other provision or requirement of this Declaration.

Section 3.05. Basis for Approval and Liability of Declarant or Association. The Declarant or Association shall have the right

to disapprove the plans and specifications, or details submitted to it, if they are not in accordance with this Declaration, if they are incomplete, or if the Declarant reasonably determines that the plans and specifications or details, or any portion thereof, to be deficient from an engineering or design standpoint or to be of such a nature or inferior to such a degree so as to have been determined to be contrary to the best interests to the Community. In this connection, the Declarant or Association may base its approval or disapproval on, among other things, the quality and desirability of outside finishes and materials; conformity and harmony of the external design and location in relation to neighboring Lots and surrounding dwellings; relation of topography, grade, landscaping and finished ground elevation of the Lot being improved to that of neighboring Lots; proper facing of main elevation with respect to nearby streets; adequacy of screening of mechanical, air conditioning or other installations; conformity of the plans community-wide standard for the community; and such other matters as the Declarant or Association shall reasonably believe to be material in rendering its decision. The Declarant or Association shall not arbitrarily withhold its approval of the plans and specifications, but the decision of the Declarant shall be final. Neither the Declarant, his designated Association, nor any member thereof, nor any agent of Declarant or the Association, nor any director, officer, partner, and/or shareholder of the Declarant or the Association shall have any liability of any kind in connection with the exercise of their authority under this Declaration. It is understood and agreed that the determination of the Declarant or Association shall not be construed by any party as an assumption by the Declarant or Association of any liability for the accuracy, feasibility, quality and/or fitness of the plans and specifications. The determination of the Declarant or Association may only be relied upon as the granting or not, as the case may be, or permission to perform the work being requested, all in accordance with this Declaration.

Section 3.06 Approval Not Required. Repainting of an existing authorized structure on a Lot the same color and in a similar manner shall be exempt from the requirement for submission to and approval by the Declarant or Association.

Section 3.07. Cost and Fees for Review. In reviewing any plans with respect to any Lot, the Declarant or Association shall be entitled to obtain the services of any expert or professional as it may deem necessary in order to make a fair and reasoned decision regarding approval or disapproval; and the Owner submitting application for approval shall be fully responsible to the Declarant or Association for the cost of any such expert or professional in an amount not to exceed One Hundred Fifty Dollars (\$150.00) per submission. In addition, the Declarant or Association shall be entitled to charge a reasonable fee in reviewing any plans submitted, which fee shall not exceed One Hundred Dollars (\$300.00) per submission. In either case, the amount of these costs and fees shall be subject to reasonable modification in the future by the Declarant or Association; however, any modifications shall result in increases that would be approximately equal to changes in the cost of living between the date of recordation of this Declaration and the date of such reasonable modification. The amount of such costs and fees will be invoiced and paid by the applicant upon demand and within the thirty (30) day review period. Failure to pay the costs and fees of the Declarant or Association upon receipt from the costs and fees of the Declarant or Association upon receipt from the Declarant or Association of the invoice therefor shall justify, in and of itself, a refusal of the Association to approve the plans.

ARTICLE IV
USE RESTRICTIONS & COMMON AREA

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 4.01. Permitted Uses. The dwellings build upon the Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one used as a single-family dwelling. This provision is meant to specifically prohibit the use of any Lot or dwelling located thereon in connection with the provision of child care services to third parties for profit or gain. NOTHING CONTAINED IN THIS ARTICLE, OR ELSEWHERE IN THIS DECLARATION, SHALL BE CONSTRUED TO PROHIBIT THE DECLARANT FROM THE USE OF ANY LOT FOR PROMOTIONAL OR DISPLAY PURPOSES, OR AS "MODEL HOMES", A SALES AND/OR CONSTRUCTION OFFICE, OR THE LIKE OR FROM THE CONSTRUCTION, MARKETING AND SALE OF "SPEC" HOUSES.

Section 4.02. Restricted Uses and Nuisances. Except for the activities of the Declarant, or except with the prior written approval of the Declarant or Association, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling;

(a) The principal improvement to be erected on each Lot shall be a detached single-family dwelling, not to exceed two and one-half (2 1/2) stories in height. Dwellings shall be constructed of materials and with the design components and criteria set forth in Architectural Rules and Regulations.

(b) No Lot or dwelling shall be divided or subdivided and no portion of any Lot or dwelling, other than the entire Lot or dwelling, shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Declarant or any other reason for any purposes.

(c) (i) The total minimum living area (excluding basements, porches, out buildings and garage areas) of any dwelling erected on any Lot shall not be less than 2,500 square feet. No garage or other outbuilding shall be placed, erected, or maintained upon any part of any Lot except for use in connection with a residence already constructed or under construction at the time such garage or outbuilding is being constructed. All garages, whether detached or attached, shall have side or rear entrances in addition to the garage door entrance and shall be large enough to accommodate a minimum of two automobiles.

(ii) Except for parking within garages, and except as herein elsewhere provided, no junk vehicles, commercial vehicles of any kind (including vans used for commercial uses), trucks (in excess of 1 ton) and/or other vehicles requiring a Class A, B, or C operating license (as defined by the Maryland Department of Motor Vehicles), unlicensed or inoperable motor vehicles (which shall include, without limitation, any vehicles which would not pass applicable State inspection criteria), trailers, house trailers, boats or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(iii) No garage or outbuilding properly erected on a Lot shall any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

(iv) Notwithstanding anything to the contrary contained in this Declaration, no garage may be altered, modified or changed in any manner which would inhibit or in any way limit its function as a parking area for vehicles without the approval of the Declarant or Association.

(d) No trailers, mobile homes, campers, or other similar temporary living or camping quarters or outbuildings or structures shall be placed on any Lot at any time, either temporarily or permanently.

(e) Manufactured housing is not allowed on any Lot unless it meets the approval of the Declarant or Association.

(f) No fuel tanks or similar storage receptacles may be exposed to view, or buried underground (except propane, LNG or similar tanks) and may be installed only within a main building or accessory building, within a screened area upon the approval of the Declarant or Association. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, common driveway or common area within the Subdivision at any time except during refuse collections.

(g) No residence or other buildings shall be occupied until the same has been substantially completed in accordance with the approved plans and specifications.

(h) No noxious or offensive trade or activity shall be carried on upon any Lot (including within any dwelling) or any other part of the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices which may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any Lot.

(i) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling, or other part of the Property, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided (i) they are not kept, bred or maintained for commercial purposes; (ii) such domestic pets are not a source of annoyance or nuisance to their neighborhood or other Owners. The Declarant or Association shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to their Owners, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. The Declarant or Association shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate. Furthermore, nothing herein contained shall prevent the Declarant or Association from improving the common areas with horse stables, pastures, riding trails and the like for the use of Lot Owners and their guests.

(j) Hunting and trapping are expressly forbidden on any Lot or Common Area.

(k) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be

permitted in any dwellings or upon any lot or other part of the Property.

(l) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained in any dwelling or upon any Lot.

(m) No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets, roadways and driveways. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any Lot which would be inharmonious with the aesthetics of the Community. For the purposes of the immediately preceding sentence, wire lawn edging shall be deemed inharmonious.

(n) No structure of a temporary character, and no trailer, shack, barn, pen, kennel, run, or stable shall be erected, used or maintained on any Lot at any time.

(o) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling; provided however, that one temporary real estate sign not exceeding six (6) square feet in an area may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment, or deed in lieu of foreclosure.

(p) No water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground and no wire, cable or other similar transmission line may be attached to the exterior of any structure on any Lot.

(q) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(r) Without the prior written approval of the Declarant or Association, no outside television aerial, radio antenna, satellite dishes, or other aerial or antenna for either reception or transmission, shall be maintained upon the Property, except that such aerials, antenna or dishes may be erected and maintained within the dwellings located upon any Lot.

(s) No equipment or machinery (including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling), vegetable garden, children's outdoor playhouse, swinging or climbing apparatus or equipment shall be located or erected on any lot or without permission of the Declarant or Association, unless such equipment or machinery vegetable garden, children's outdoor playhouse, swinging or climbing apparatus or equipment is located in a manner so as not to be visible from the streets, common driveways and common areas located on the Property or from the Golf Course Property and unless maintained in a neat and attractive manner.

(t) No exterior lighting, emanating from a dwelling, shall be directed outside the boundaries of the Lot, without the prior written approval of the Declarant or Association.

Section 4.03. EXEMPTIONS. NONE OF THE RESTRICTIONS SET FORTH IN THIS ARTICLE IV SHALL BE APPLICABLE TO THE ACTIVITIES OF THE DECLARANT, ITS OFFICERS, EMPLOYEES, AGENTS OR ASSIGNS, IN THEIR DEVELOPMENT, MARKETING, LEASING AND SALE OF LOTS WITHIN THE PROPERTY.

Section 4.04 Conveyance to Governmental Body or Agency Declarant shall have the right to sell, dedicate, transfer and/or convey any Lot or Lots or any part of the Property unto any governmental agency or body, whether a state, county or municipal agency or body, for public streets, roadways, entrances or for public facilities and public uses, irrespective of whether such public use is permitted within the zoning of the Property at that time, free and clear of the covenants, conditions and restrictions set forth in this Declaration. Any such sale, dedication, transfer and/or conveyance shall be accomplished by Declarant simply by executing and delivering a deed therefor to the appropriate governmental agency or body. Declarant and/or its agents, directors, officers, partners and/or shareholders shall have absolutely no liability to anyone, including specifically the Owners, for any such sale, dedication, transfer and/or conveyance of a Lot or Lots or any part of the Property to a governmental agency or body, free and clear of the easements, conditions and restrictions set forth in this Declaration.

Section 4.05 Common Areas The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adopted by the Declarant or Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Declarant or Association or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages for a suite in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Declarant or Association shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner.

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

(a) Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot and even though the Declarant shall no longer own any Lot shall also be personal to its principals, Reid A. Dunn and members of his immediate family, Steven Goodwin and members of his immediate family and their respective guests and invitees for a period of twenty years after the date hereof. The Right to the use and enjoyment of all Common Areas shall be subject to: (i) the right of the Declarant or Association to charge reasonable admission and other fees for the use of facilities within the Common Areas; and (ii) the right of the Declarant or Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period, or (b) for a period not to exceed sixty (60) days

for any infraction of published rules and regulations of the Declarant or Association.

(b) The owners of Lots 2, 3, 4, 8, 9 and 10 may conduct clearing activities on the Common Areas immediately adjacent to their Lots in order to improve their views of Bush Creek, provided that all such activities shall be conducted in accordance with local, state and federal laws, statutes and ordinances and in a manner so as not to cause damage to adjoining Lots, undermine the stability of any slope, or unreasonably interfere with any use to which the Common Areas may be put by the Declarant or Association, from time to time.

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

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

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

(f) The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

(g) The rights, privileges and easements of the Owners are at all times subject to the right of the Declarant or Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Declarant or Association; provided, however, that no such dedication or transfer shall be effective unless approved by two thirds (2/3rds) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer. The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools and tennis courts, and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained thereon for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Declarant or Association.

ARTICLE V. MAINTENANCE OF LOTS

Section 5.01 Owners' Rights and Responsibilities. Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris in a manner and with such frequency as is consistent with good property management and the Community-Wide Standard. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon, the Declarant or Association shall have the right to enter upon said Lot to maintain the same in accordance herewith. Whenever entry is not required in an emergency situation, the Declarant or Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. All costs related to such correction, repair or restoration shall be collectible from the Owner of such Lot in the same manner as provided in Section 8.02 herein.

Section 5.02 Insect, Weed and Fire Control: Clean Lots

In order to implement effective insect, weed and fire control, or remove nuisances, the Declarant or Association and its agents have the right to enter upon any lot upon which a building has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Declarant or Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Declarant or Association detracts from the overall beauty, setting and safety of the Project. The Owner of any lot so entered by the Declarant or Association shall reimburse the Declarant or Association for the cost of cleaning the lot upon demand of the Declarant or Association, and such charge for reimbursement shall be a lien against the lot as is any assessment authorized by this Declaration.

ARTICLE VI
COMMON DRIVEWAYS

The rights and duties of the Owners and of the Golf Course Property Owner with respect to common driveways, shall be governed by the Declaration of Common Driveway Easement and Maintenance Covenants with respect to specified common driveways with the Project recorded at Liber ____, folio ____ among the Land Records of Frederick County, Maryland. Declarant incorporates said Declaration into this Declaration it being the intent that the two Declarations be interpreted consistently with one another. In the event of a conflict between the two Declarations with respect to their subject matter the Declaration of Common Driveway Easement and Maintenance Covenants shall prevail.

If any portion of a common driveway shall encroach upon an adjoining Lot by reason of reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the improvement shall exist.

ARTICLE VII
DECLARATION OF EASEMENTS AND RIGHTS.

The following easements and rights are hereby declared or reserved:

Section 7.01. Easement for Encroachments. Each lot within the Property is hereby declared to have an easement, not exceeding twenty-four inches (24") in width, over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the dwelling or any other building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar causes. There shall be valid

easements, for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments as set forth above adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 7.02. Easements in favor of Declarant. (a) There is hereby reserved unto the Declarant for a period of ten (10) years from the filing of this Declaration (and to such other party(ies) as the Declarant may specifically, and in writing, assign such rights) for the benefit of the Lots to be established hereafter from the Property, a blanket easement upon, across and under the Property (provided such easement does not encroach upon any dwelling or building within the Property or unreasonably interfere with the use and enjoyment of the Property and/or each Lot), for vehicular and pedestrian ingress and egress, slope or grading easements, as well as for the installation, replacement, repair and maintenance of all utilities, including, but not limited to water, sewer, drainage, storm water detention and/or siltation, gas, cable television, telephones, fiber optics and electricity, and further including the right to connect to and use any such utilities and storm water management facilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles, pipes, lines and other equipment on the Property, to affix and maintain electrical or telephone or fiber optic wires and conduits, sewer and water drainage lines, on above or below any portion of the Property, including any improvements constructed thereon and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property. There is further reserved unto the Declarant the right to erect entry features, promotional and other similar items within the Property provided they do not unreasonably interfere with the use, operation and enjoyment of the Property. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the non-billable portions of the Property in furtherance of the blanket easement created by this subsection. Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Property; provided, however, that if requested by the Declarant, any party having interest in the Property shall promptly join in and execute such confirmatory easements and other agreements.

(b) For a period of ten (10) years from the date of conveyance of the first Lot by the Declarant, the Declarant reserves a blanket easement and right on, over and under the Property (provided such easement does not encroach upon any dwelling or building within the property or unreasonably interfere with the use and enjoyment of the portion of the Property and/or Lot affected) to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected

Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection.

Section 7.03. Easements regarding Utilities. The rights and duties with respect to sanitary sewer and water storm drains, yard drains, cable television, electricity, gas and telephone lines, fiber optics and facilities shall be governed by the following:

(a) Whenever water, sanitary sewer, storm drains, yard drains, electricity, gas, cable television or telephone or fiber optic connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot shall have the right, and is hereby granted an easement to the extent necessary therefore, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

(b) The right granted in subparagraph (i) above shall be only to the extent necessary to entitle the property of the Owner serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to substantially the same condition prior to such use.

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Declarant or Association, the matter shall be submitted to the Declarant or Association, who shall decide the dispute, and the decision of the Declarant or Association shall be final and conclusive as to the parties.

A mutual right and easement for utility services is hereby established for the benefit of all Owners, such that no Owner shall take any action which would in any way interfere with utility services being provided to other Owners within the Project. If a Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Project, then the Owner of such Lot shall promptly, at his expense, repair any damage to such utilities caused by the Owner, his guests or invitees.

Section 7.04. Easements for well water affecting Lots 11, 12 and 13. There is hereby granted to the Golf Course Property Owner an easement for the benefit of the Golf Course Property for the supply of water from the wells located on Lots 11, 12 and 13 for the purpose of irrigation for the Golf Course Property. It is the intent of this easement to provide the Golf Course Property Owner an opportunity to tap into the well water supply of the aforesaid property owners, at the sole expense of the Golf Course Property Owner in order to utilize excess water capacity. Consequently, this easement is subject to the condition that the Golf Course Property Owner shall bear all costs and expenses of (i) installing and maintaining water lines from the wells which may be located on the Lots from time to time to the Golf Course Property, (ii) the maintenance of wells pumps and other equipment serving not only the Golf Course Property, but also those serving the individual Lots burdened by this easement (iii) of repair of lawn damage and/or restoration of any landscaping which may result from the construction and/or maintenance of said lines or equipment; and in the event the Golf Course Property Owner avails itself of the rights hereunder, if any such well thereafter fails to yield sufficient quantities of well water for normal residential purposes (i.e. household needs, lawn and garden watering) to abandon its use of the well and/or if necessary to pay the costs and expenses of

drilling such additional well and equipping the same as may be required to satisfy said purposes.

Section 7.05. License to clear portions of Golf Course Property. Upon written request by owners of Lots 1,2,5,6,7,11,12 and/or 13 or any combination thereof, Golf Course Property Owner may, in the exercise of its reasonable discretion, grant temporary licenses from time to time to the owners of said lots and to their contractors and/or agents to enter onto the Golf Course Property for the purpose of mowing, removing, clearing, cutting or pruning trees, underbrush, weeds or other growth, in order to improve the views of the Golf Course Property, provided that all such activities shall be conducted in accordance with local, state and federal laws, statutes and ordinances and in a manner so as not to cause damage to the Golf Course Property, undermine the stability of any slope, or unreasonably interfere with any use to which the Golf Course Property is put. Although not required to grant approval, any approval may be conditional upon such matters as the method and scope of the activity and minimization of interference with operation of the Golf Course.

Section 7.06. Easement regarding retention pond for the benefit of the Golf Course Property. There is hereby created and easement for the benefit of the Golf Course Property Owner upon the common area, an easement for continued use, repair and restoration of the storm water retention facility as and where now located.

Section 7.07. Easement for Golf Balls; Grant of Preferences. The Declarant hereby establishes for the benefit of the Golf Course Property a non-exclusive easement over and across, and in the entire airspace above the Lots for the purpose of the flight of golf balls through the air over the Lots and improvements to be constructed, upon the Lots. The easement shall be specifically limited to use by the owner(s) and operators of the Golf Course Property and their licensees, invitees, employees and agents. The rights reserved and created hereunder are for the benefit of the Parties (as that term is defined below) and each of them.

The Golf Course Property Owners and all of their respective divisions, subsidiaries and affiliated companies, and all of their respective officers, directors, shareholders, agents, representatives, employees, professional consultants, and all of their respective successors and assigns (collectively, the "Parties") and each of them, shall not be liable for any cost, expense (including actual attorney's fees), loss, damage, injury (including death) or claim of any kind or character, including but not limited to causes of action for negligence, nuisance, trespass, assault or battery to any person or property arising from or related to any use of the easement. Each Lot Owner hereby waives and releases any and all claims and demands against the parties arising from or related to any such cost, expense, loss, damage, injury or claim arising hereunder.

Furthermore, each Lot Owner shall indemnify, defend and hold harmless the Parties, and each of them, from and against any and all claims, demands, actions, suits, losses, liabilities, damages, costs and expenses (including actual attorney's fees) collectively, "Claims" arising from or related in any way whatsoever to (a) any use of the easement over, above, across or in the above-referenced lot, whether the Claim(s) is made or incurred by such Owner, any member of such Owner's family, any invitee of such Owner and/or any other person or (b) any use of the easement over, above, across or in any such lot provided the Claim(s) is incurred by such Owner, a member of such Owner's family and/or an invitee of such Owner. Payment shall not be a condition precedent to recovery under the foregoing indemnification, and the obligation of each Owner to defend the Parties as set forth above shall be the obligation to

defend with counsel approved by the indemnified party. The obligations of such Owners hereunder shall run with such Lots for the benefit of the Golf Course Property Owner and shall be binding on all successive owners of any portion of such Lots. Notwithstanding anything to the contrary herein, (i) nothing contained in this paragraph shall operate to relieve any Party for any Claim which is determined by a court of competent jurisdiction to have been solely and proximately caused by the intentional misconduct or gross negligence of such Party and (ii) the waiver and indemnification provisions of this paragraph shall not extend to the individual responsible for placing the golf ball in flight if such flight is the sole and proximate cause of the personal injury or property damage. When more than one person is the Owner of any Lot, such persons shall be jointly and severally liable hereunder as the Owner of said Lot. The term "Owner" shall not include any person holding an interest in a such lot merely as security for the performance of any obligation.

Without limiting the generality of the foregoing paragraphs of this declaration, each Lot Owner understands and agrees that the owner(s), operator(s) and designer(s) of the Golf Course Property cannot necessarily install fences, trees, and other buffers, or reconfigure or remodel to hinder errant golf balls from entering such Owner's specific lot as such installations and remodeling may diminish the enjoyment of the Lots of other Owners or other property.

Subject to the terms and conditions set forth below, all of the Owners shall be granted preferential golf tee times and use of practice facilities ("Preference") by the Golf Course Property Owner and with respect to the other golf club rules and regulations implemented, the Owners shall not be treated less beneficially than members of the general public who are not Owners; provided however that while the extent, terms and conditions of the Preference shall be in the sole power, control and discretion of the Golf Course Property Owner and may be amended from time to time, the Preference at a minimum shall (a) afford to the Owners tee time sign up preference of at least 72 hours prior to that of the general public (for example, if the public may reserve tee times five days in advance, Owners may reserve tee times eight days in advance); and (b) permit the Owners to pay a market rate annual fee for unlimited use of practice facilities (i.e. driving range and balls, practice greens and bunkers) provided that such use shall be limited by general rules and regulations posted from time to time by the Golf Course Property Owner, and further provided that notwithstanding anything to the contrary in the Declaration the Preference shall terminate 25 years from the date of execution written above, unless in the sole discretion of the Golf Course Property Owner, the Preference is extended for an additional specified term.

Section 7.08. Easements for well water affecting Lots 8, 9 and 10. In the event that the Association elects to improve the Common Area in the vicinity of Lots 8, 9 or 10 with the construction of Clay Tennis Courts or other common facilities, there is hereby granted to Association an easement for the benefit of Association, its members and guests for the supply of water from the wells located on Lots 8, 9 and 10 for the purpose of irrigation for the Clay Tennis Courts constructed on the Common Area or such other facilities. It is the intent of this easement to provide the Association an opportunity to tap into the well water supply of the aforesaid property owners, at the sole expense of the Association in order to utilize excess water capacity. Consequently, this easement is subject to the condition that the Association shall bear all costs and expenses of (i) installing and maintaining water lines from the wells which may be located on the Lots from time to time to the Common Area (ii) the maintenance of wells pumps and other equipment serving not only the Common Area but also those serving the Lots burdened by this easement (iii) of repair of lawn damage and/or restoration of any landscaping which may result from

the construction and/or maintenance of said lines or equipment; and in the event the Association avails itself of the rights hereunder, if any such well thereafter fails to yield sufficient quantities of well water for normal residential purposes (i.e. household needs, lawn and garden watering) to abandon its use of the well and/or if necessary to pay the costs and expenses of drilling such additional well and equipping the same as may be required to satisfy said purposes.

Section 7.09. License for use of irrigation system affecting the Golf Course Property for the benefit of Lots 1, 6 and 7. There is hereby established a license for the benefit of the Owners of Lots 1, 6 and 7 to draw water from the lines if any (the "Branch Lines") constructed and installed from the irrigation system to be initially installed by the Golf Course Property Owner to service Holes 11 and 12 on the Golf Course Property to the lot lines of Lots 1, 6 and 7 to be used solely for watering of lawns and gardens and other normal residential uses of the Owners of Lots 1, 6 and 7 (other than drinking, washing and bathing). The Lot Owners benefiting from the same shall bear all cost and expenses of installing and maintaining water lines from the terminus of the Branch Lines at their Lot lines to their residences. The rights available to the Lot Owners hereunder are subject to the right of the Golf Course Property owner to determine from time to time in its sole discretion that if the water yield of the Golf Course Property irrigation system is not sufficient to support maintenance of the Golf Course Property, said Lot owners shall, promptly upon notice from the Golf Course Property owner to said Lot Owners, abandon further exercise of their rights hereunder until such time as the Golf Course Property Owner shall determine in its sole discretion that the water yield is again sufficient for such purposes. Nothing herein contained shall be deemed to grant any rights to the Owners of said Lots to utilize such rights if the irrigation system on the Golf Course Property, or portions thereof serving Holes 11 and 12, are abandoned or relocated by the Golf Course Property Owner, which the Golf Course Property Owner may do at any time at its sole discretion. For as long as the Owners of Lots 1, 6 and 7 are entitled to draw water as provided herein, the Golf Course Property Owner agrees to maintain the Branch Lines in a good condition.

Section 7.10 Easement over a portion of Lot 5 for benefit of the Golf Course Property. An exclusive easement for the benefit of the Golf Course Property is hereby established over a portion of Lot 5 and located within the area bounded by the N 04 degrees 08 minutes 31 seconds W division line between Lot 5 and the Golf Course Property running thence with the N 56 degrees 12 minutes 52 seconds E division line between Lot 5 and the Golf Course Property to a point on said line which is established at the intersection of a line passing through the center of the well head shown of Lot 5 (as the same now exists) and running N 00 degrees 00 minutes 00 seconds to a point along the S ___ W division line between Lot 5 and the Golf Course Property then with said line to the point of beginning. Within the aforesaid easement area the Golf Course Property Owner may maintain a portion of the fairway or rough for one of the golf holes located on the Golf Course Property in such condition as the Golf Course Property Owner may see fit and the Golf Course Property Owner its agents, guests and invitees shall have a right to enter for the purpose of conducting such activities as are consistent with playing golf shots from the easement area during the course of any round or other play on the Golf Course Property and maintenance or landscaping thereof consistent with said purposes. The owner of Lot 5 shall only be permitted to enter onto the easement area from time to time so as to maintain, replace or repair the well located in the easement area or with permission of the Golf Course Property Owner.

Section 7.11. Easement for construction of a driveway for the benefit of Lot 6. An easement for the benefit of Lot 6 is hereby

established over a portion of the Golf Course Property for the construction, use, maintenance and repair of a driveway and for ingress, egress and regress by the owner of Lot 6, its agents, guests and invitees, to and from Lot 6 to Whiskey Creek Court. The easement herein granted shall be located within the area bounded by Whiskey Creek Court and running with the division Line between Lot 6 and the Golf Course Property S 83 degrees 03 minutes 39 seconds E 20.15 feet to a point thence to a point along the N 08 degrees 32 minutes 14 seconds E division Line between Lot 6 and the Golf Course Property and thence N 90 degrees 00 minutes 00 seconds E for such distance as said line intersects with a point at the end of a line S 08 degrees 32 minutes 14 seconds W along the western side of said Whiskey Creek Court and then continuing with said side of Whiskey Creek Court to the place of beginning. Any driveway so constructed shall be with the approval of the Declarant or the Association and shall be in accordance with any prior easement granted to Frederick County. The construction repair and maintenance of any such driveway shall be at the sole expense of the owner of Lot 6.

ARTICLE VIII COVENANT FOR ASSESSMENTS

Section 8.01. Creation of the Lien and Personal Obligation of Assessments Each owner of any Lot by acceptance of a deed therefor whether or not it shall be so expressed in any such deed, easement or other conveyance, and the Golf Course Property Owner by virtue of its execution of this Declaration and the Common Driveway Easement, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided 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 such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due, however, the personal obligation for any delinquent assessment or charge, together with interest, costs and attorney's fees, shall not pass to the owner's successors in title, unless expressly assumed by them. The lien attaching to any lot by virtue of this paragraph shall be and remain a first lien upon each lot, superior to any other charges, liens, or encumbrances which may in any manner arise or be imposed upon such lot, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed of trust, or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior, and further saving and excepting the lien of a one purchase money mortgage or purchase money deed of trust placed on a lot by the owner, the funds secured by which were utilized by said owner to purchase the lot and/or to construct a house on such lot, in such situations the lien created by this paragraph shall be in second position to the lien of any such mortgage or deed of trust. The annual and special assessments shall not constitute a lien on the Golf Course Property.

If the assessment is not paid within thirty (30) days after the delinquency date, the delinquent owner shall pay a penalty from the date of delinquency at the rate of one (1%) per month until the assessment is paid and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is

together with the costs of the common areas.

Section 8.02. Purpose of Assessments The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, property values and welfare of the residents of the Community and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the homes situated in the Community including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, operational expenses and supervision thereof.

Section 8.03. Basis of Annual Assessments The annual assessment per Lot (including for this purpose the Golf Course Property) shall be determined by the Association in amounts appropriate to maintain, improve or develop its values and amenities as stated in the recitals of this Declaration. These costs shall be allocated as follows: (i) costs and expenses (including reserves for capital improvements) relating to the repair, maintenance and replacement of the Common Driveways are to be divided equally among the owners of Lots including for this purpose the Golf Course Property and (ii) all other costs and expenses (including reserves for capital improvements) are to be divided equally among the owners of Lots.

Section 8.04. Special Assessments for Capital Improvements In addition to the annual assessments authorized by Section 8.03, hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area and Common Driveways, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. For the purposes of this section the Golf Course Property Owner shall be entitled to vote as a Class A member. These special assessments shall be allocated as follows: (i) assessments relating to the repair, maintenance and replacement of the Common Driveways are to be divided equally among the owners of Lots including for this purpose the Golf Course Property and (ii) all other special assessments (including reserves for capital improvements) are to be divided equally among the owners of Lots.

Section 8.05. Quorum for any action authorized under Sections 8.04 The quorum required for any action authorized by Sections 8.04 hereof shall be as follows:

At the first meeting called, as provided in Sections 8.04 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 8.04 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8.06. Date of Commencement of Annual Assessments: Due Date The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the

Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be in an amount which bears the same relationship to the annual assessment provided for in Section 8.03 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties not subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 8.04 hereof shall be fixed in the resolution authorizing such assessment.

Section 8.07. Duties of the Board of Directors The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall, upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment any assessment therein stated to have been paid.

Section 8.08. Pledge of Revenues In order to secure the repayment of any and all sums borrowed by it from time to time, the Association shall have the right and power to assign and pledge all revenues received, and to be received by it under any provision of this Declaration, including, but not limited to, the proceeds of the annual assessments payable hereunder. The Association shall have the further power to agree with any lender that the annual assessments shall be levied at a particular rate, or at not less than a particular rate.

Section 8.09. Exempt Property The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Maryland, upon the terms and to the extent of such legal exemptions; (d) unimproved properties owned by the Declarant pending sale.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens, provided however, that dwelling units build for sale by Declarant shall not be subject to assessments until the improvements thereupon shall have been completed; after which they shall be subject to the same assessments as those of any other owner.

Section 8.10. Annual Assessment Until July 1, 2002 Declarant states that the annual assessment per lot will not exceed \$1,000.00 and that the Declarant will shoulder any further Liability as needed for property maintenance and repair.

ARTICLE IX
GENERAL PROVISIONS

Section 9.01 Implied Rights The Declarant or Association may exercise any other right or privilege given to it expressly by this Declaration and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 9.02. Enforcement.

(a) The Declarant, Association, or any Owner, or any Mortgagee of any Lot and the Golf Course Property Owner shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration or any rule or regulation promulgated by the Declarant or Association pursuant to this authority as provided in this Declaration. Failure by the Declarant, Association or by any Owner or by any Mortgagee of any Lot to enforce any covenant or restrictions contained herein or rules and regulations of the Declarant or Association shall in no event be deemed a waiver of the right to do so thereafter. Every violation of this Declaration or any part hereof is hereby declared to be and deemed to constitute a nuisance. There shall be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages, and therefore, the Declarant, the Association, or any Owner or any mortgagee of any Lot, shall have the right to seek injunctive relief as well as any other equitable relief deemed appropriate or proper in order to enforce the provisions of this Declaration. If the Declarant, Association, or any Owner, or Mortgagee of any Lot, successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration, the costs of such action, including legal fees and court costs, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such fees and court costs, responsible for such violation, and such fees and costs shall also be a lien upon the Lot of such Owner, provided that the requirements of the Maryland Contract Lien Act are substantially fulfilled, and which lien may be foreclosed in any manner provided by law.

(b) The Declarant and/or the Association or their duly authorized agents shall have the right, upon reasonable notice, in this Declaration (a) to enter upon the applicable Lot upon or as to which said violation or breach exists and summarily to abate and remove, at the expense of the Owner thereof, any structure, object or condition that may be or exist there contrary to the intent and meaning of this Declaration (including, without in any way limiting the generality of the foregoing, the removal of trash and debris, abatement of nuisances, removal or relocation of signs, etc.) and/or (b) to institute a proceeding at law or in equity against the Owner and/or entity, person or persons who have violated or are attempting to violate this Declaration, to enjoin or prevent them from doing so, to cause said violation to be remedied, and/or to recover damages for said violation. In the event, pursuant to this Section 7.02(b), Declarant, the Association or their duly authorized agents enter upon any Lot for the purpose of abating or removing any violation or breach of this Declaration, neither the person entering nor the organization or entity directing the entry shall be deemed liable for any manner of trespass for such action,

and the Owner of such Lot shall promptly reimburse such person or entity for the cost thereof. Payment of such amount shall be secured by a lien against the land and improvements of such Owner in accordance with the provisions of the Maryland Contract Lien Act (Annotated Code of Maryland, Real Property, Section 14-201, et seq.), as amended, which lien may be foreclosed in any manner provided by law. Such lien shall, however, be inferior to any vendor's lien, mortgage or deed of trust of record at the time a notice of such lien of the Declarant is filed of record. If such amount is not paid in full within twenty (20) days after such Owner is billed therefor by Declarant and/or the Association, then Declarant and/or the Association may institute appropriate action to enforce the collection of such amount, together with interest from the billing date at the highest rate then permissible under the laws of the State of Maryland, but not to exceed an annual rate of eighteen percent (18%). If such suit is brought for the collection of such indebtedness, Declarant and/or the Association shall also be entitled to recover all attorneys' fees and all costs of such suit. All rights of Declarant and/or Association under this Section 9.02 are optional and not obligatory and shall not impose any duty or obligation on Declarant and/or the Association.

Section 9.03 Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 9.04 Duration and Amendment Except where permanent easements or other permanent rights or interests are herein created, the covenants, conditions and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by and instrument signed by two-thirds (2/3) of the then Owners, including the Declarant if it then owns any Lot, and thereafter, by an instrument signed by fifty-one percent (51%) of the then Owners. Any Amendment must be recorded among the Land Records of Frederick County, Maryland.

Section 9.05. Changes Required by Lenders. Notwithstanding any provision to the contrary contained in this Declaration, the Declarant shall have and hereby reserves the right to make modifications, additions or deletions to this Declaration if such modifications, additions or deletions are required by Federal National Mortgage Association ("FNMA") or the Veterans Administration ("VA"). The Declarant further reserves the right to waive in writing any exemption, right or privilege granted or reserved to the Declarant by this Declaration.

Section 9.06. Successors of Declarant Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by an instrument in writing without notice to the Owners. A deed without further language of assignment shall not be considered such an instrument of writing.

Section 9.07 Incorporation by Reference on Resale In the event any Owner sells or otherwise transfers any Lot, any deed purporting to affect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, but failure to so incorporate the said covenants, restrictions, servitudes, easements, charges, and liens into any deed shall not prevent the same from being fully applicable to the Lot so transferred or conveyed to the grantee thereof.

Section 9.08 Declarant Reserved Rights. No amendment to this Declaration may remove, revoke or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant or any successors or assignees (pursuant to Section 7.06) of the Declarant.

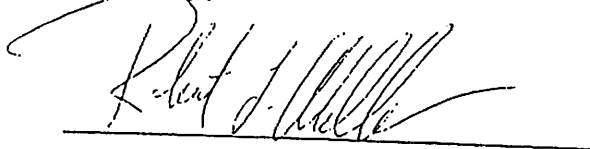
Section 9.09 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9.10 Captions and Gender. The caption contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male and neuter shall include all genders and the singular shall include the plural.

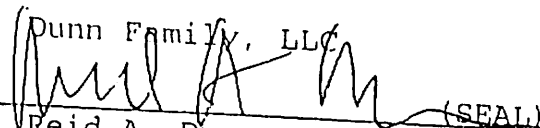
Section 9.11 Limitation of Liability Neither the shareholders, officers, directors or individuals comprising Declarant (collectively the "Parties") shall be liable for the performance of Declarant's obligations hereunder. Owners shall not seek any damages against any of the Parties. The liability of Declarant for Declarant's interest in the Property, and Individual Owners shall not look to any other property or assets of any of the Parties in seeking either to enforce Declarant's obligations hereunder or to satisfy a judgement for Declarant's failure to perform such obligation.

IN WITNESS WHEREOF the Declarant sets its hand and seal on the date first above mentioned.

WITNESS:



DUNN GOODWIN WHISKEY CREEK, LLC

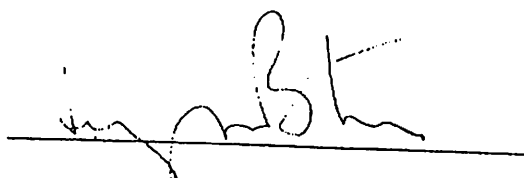
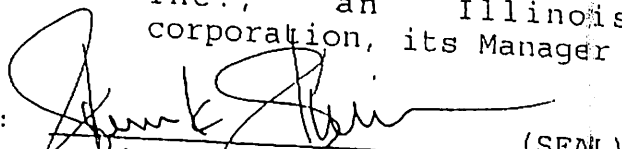
By:  (SEAL)

By: Reid A. Dunn, Managing Member

WHISKEY CREEK GOLF COURSE, LLC,
a Delaware limited liability
company

By: Kemper Lesnik Golf Investments
Whiskey Creek, L.L.C., a
Delaware limited liability
company, its Manager

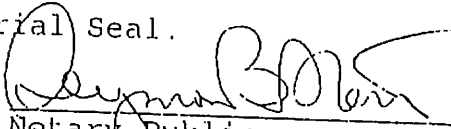
By: Kemper Sports Management,
Inc., an Illinois
corporation, its Manager


By:  (SEAL)
Senior V.P.
Managing Member

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 1 day of November, 1999, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Reid A. Dunn, managing member for Dunn Family, LLC, Managing Member of Dunn Goodwin Whiskey Creek, LLC and he did acknowledge that he is the Managing Member of such entity and is authorized to execute the foregoing Declaration as its act and deed.

WITNESS my hand and Notarial Seal.


Notary Public

My Commission Expires:

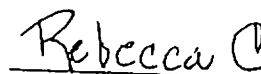
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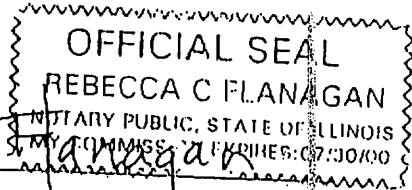
STATE OF ILLINOIS, COUNTY OF COOK, TO WIT:

I HEREBY CERTIFY that on this 28th day of October, 1999, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared STEVEN K SKINNER ~~Managing Member of Kemper Sports Group LLC~~, the Managing Member of Whiskey Creek Golf Course, LLC and he did acknowledge that he is the Managing Member of such entity and is authorized to execute the foregoing Declaration as its act and deed.

Kemper Lesnik
Golf Investments
Whiskey Creek, LLC

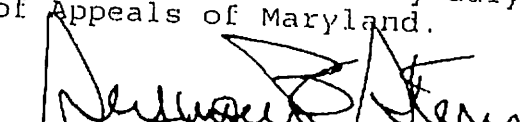
WITNESS my hand and Notarial Seal.


Notary Public



My Commission Expires: 07/30/00

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.


Seymour B. Stern, Esquire

AFFIDAVIT OF CONSIDERATION

The undersigned agent for the Grantor and Grantee to the within instrument hereby certifies under the penalties of perjury that there is no consideration paid or to be paid between the parties hereto for the execution and recordation of the within instrument.

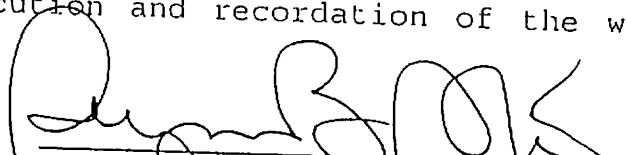

Seymour B. Stern, Esquire

EXHIBIT A

PARCEL 1: All those lots or parcels of real estate known and designated as "Lots 1-10", containing 18.497 acres more or less; "Open Space" or "Area of Dedication (H.O.A.)" containing 29.217 acres more or less; and "Whiskey Court" or "Area of Road Dedication" containing 0.872 acres more or less, all as shown on a Plat entitled "Final Plat, Resource Conservation Cluster Subdivision, Section 1, Plat 2, Lots 1-10, Whiskey Creek Estates" recorded in Plat Book 63, pages 156-157 among the Plat Records of Frederick County, Maryland; and as modified by a Plat recorded in Plat Book 66 page 133, among the aforesaid Land Records entitled "Correction/Addition Plat Resource Conservation Cluster Subdivision, Section 1, Plat 2, Lots 1-5, Whiskey Creek Estates", and

PARCEL 2: All those lots or parcels of real estate known and designated as "Lots 11-13" containing 6.8754 acres more or less, shown on a Plat entitled "Final Plat, Resource Conservation Cluster Subdivision, Section 1, Plat 1, Lots 11-13" recorded in Plat Book 63, Pages 158-159 among the Plat records of Frederick County, Maryland.

BEING part of the same property conveyed unto Dunn Goodwin Whiskey Creek, LLC by Deed dated June 15, 1998 by Daniel P. Litteral, et al and recorded in Liber 2433, folio 244 among the Land Records of Frederick County, Maryland; and

BEING ALSO part of the same property conveyed unto Dunn Goodwin Whiskey Creek, LLC by Cadillac Investment Partners, LLC by Deed dated August 11, 1998, and recorded in Liber 2457, folio 544, among the Land Records of Frederick County, Maryland.

BEING ALSO part of the property conveyed by confirmatory Deed of Merger between Bush Creek Joint Venture and Dunn Goodwin, LLC of dated August 12, 1998, and recorded in Liber 2457, folio 556, among the Land Records of Frederick County, Maryland.

EXHIBIT B

All those parcels known and designated as "New Area, Bush Creek Joint Venture" containing 11,410,962 sq. ft. or 261.960 acres more or less, on a plat entitled "Addition Plat, Cadillac Investment Partners, LLC to Bush Creek Joint Venture and Litteral Addition to Bush Creek Joint Venture recorded in Plat Book 63, folio 74-75 among the Land Records of Frederick County, Maryland.

Saving and Excepting therefrom and thereout the following

Parcel 1: All those lots or parcels of real estate known and designated as "Lots 1-10", containing 18.497 acres more or less; "Open Space" or "Area of Dedication (H.O.A.)" containing 29.217 acres more or less; and "Whiskey Court" or "Area of Road Dedication" containing 0.872 acres more or less, all as shown on a Plat entitled "Final Plat, Resource Conservation Cluster Subdivision, Section 1, Plat 2, Lots 1-10, Whiskey Creek Estates" recorded in Plat Book 63, pages 156-157 among the Plat Records of Frederick County, Maryland; and as modified by a Plat recorded in Plat Book 66, page 133, among the aforesaid Land Records entitled "Correction/Addition Plat Resource Conservation Cluster Subdivision, Section 1, Plat 2, Lots 1-5, Whiskey Creek Estates", and

Parcel 2: All those lots or parcels of real estate known and designated as "Lots 11-13" containing 6.8754 acres more or less, shown on a Plat entitled "Final Plat, Resource Conservation Cluster Subdivision, Section 1, Plat 1, Lots 11-13" recorded in Plat Book 63, Pages 158-159 among the Plat records of Frederick County, Maryland.

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BEING ALSO part of the same property conveyed unto Dunn Goodwin Whiskey Creek, LLC by Cadillac Investment Partners, LLC by Deed dated August 11, 1998, and recorded in Liber 2457, folio 544, among the Land Records of Frederick County, Maryland.

BEING ALSO part of the property conveyed by confirmatory Deed of Merger between Bush Creek Joint Venture and Dunn Goodwin, LLC of dated August 12, 1998, and recorded in Liber 2457, folio 556, among the Land Records of Frederick County, Maryland.

AFTER RECORDATION RETURN TO:

Seymour B. Stern, Esquire
Stern & Thornton, P.A.
1003 West 7th Street, Ste. 300
Frederick, MD 21701
File No. 74171.002

JUNE 30 2000

EX 2733PG1344

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**SECOND AMENDED DECLARATION OF COMMON DRIVEWAY
EASEMENTS AND MAINTENANCE COVENANTS**

**THIS SECOND AMENDED DECLARATION OF COMMON DRIVEWAY
EASEMENTS AND MAINTENANCE COVENANTS** is made as of this 30th day of
June, 2000 by Dunn Goodwin Whiskey Creek, L.L.C. (hereinafter referred to as
"Declarant") and Whiskey Creek Golf Course, L.L.C., (hereinafter referred to as "Golf
Course Property Owner").

WHEREAS, Declarant is the record owner of certain property consisting of
thirteen subdivided building lots ("Residential Lots") and open space, all of which is
more particularly described on Exhibit A; and

WHEREAS, the Golf Course Property Owner is the owner of certain property
adjacent to the aforesaid building lots, which property is used for and in connection with
the operation of a golf course and other activities conducted by a golf course property
owner, which property is more particularly described on Exhibit B attached hereto, which
was conveyed unto the Golf Course Property Owner by Deed dated August 11, 1998 and
recorded in Liber 2457, folio 0565 among the Land Records of Frederick County; and

WHEREAS, the Declarant and the Golf Course Property Owner executed a
Declaration of Common Driveway Easements and Maintenance Covenants dated June
23, 1998, recorded in Liber 2443, folio 0087 among the Land Records of Frederick
County, Maryland ("Original Declaration"), and which was amended by a certain
Amended Declaration of Common Driveway Easements and Maintenance Covenants
dated October 28, 1999, recorded in Liber 2649, folio 347, among the aforesaid Land
Records; and

WHEREAS, by virtue of its acquisition to title to the property described on
Exhibit A, the Declarant is a successor in interest to Cadillac Investment Partners, LLC
and Bush Creek Joint Venture, who were parties to the Original Declaration; and

WHEREAS, Declarant and the Golf Course Property Owner wish to amend
certain provisions of the Original Declaration, as amended, to provide for changes which
are necessitated by the sale of one of the Residential Lots described and shown as Lot 10
on that certain plat entitled "Final Plat Resource Conservation Cluster Subdivision,
Section 1, Plat 2, Lots 1-10 WHISKEY CREEK ESTATES" recorded among the Plat
Records of Frederick County, Maryland in Plat Book 63, page 156.

NOW THEREFORE, the Declarant and Golf Course Property Owner hereby
agree to amend the Original Declaration as follows:

1. The recitals set forth above are hereby incorporated as a substantive part
hereof.
2. The following provision shall be added to the end of Paragraph 3 of the
Original Declaration:

*"The aforementioned easement shall comprise an area ten (10) feet in
width, running along the easternmost property line of Lot 10, from the
southeast corner of Lot 10 to the northeast corner of Lot 10, but shall
specifically exclude any portion of that area which is occupied by the
existing well located within such area."*

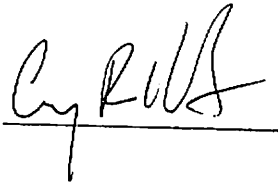
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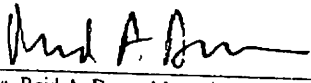
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals the day and year first written above.

WITNESS:

DUNN GOODWIN WHISKEY CREEK, L.L.C.
a Maryland limited liability company

By: Dunn Family, LLC

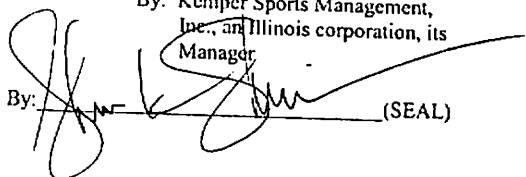


 (SEAL)
By: Reid A. Dunn, Managing Member

WHISKEY CREEK GOLF COURSE, LLC,
a Delaware limited liability company

By: Kemper Lesnik Golf Investments
Whiskey Creek, L.L.C., a Delaware
limited liability company, its Manager

By: Kemper Sports Management,
Inc., an Illinois corporation, its
Manager

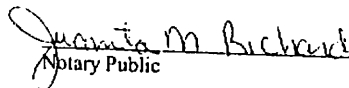
 (SEAL)
By: _____

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 1st day of June, 2000
before me, the Subscriber, a Notary Public in and for the State and County aforesaid,
personally appeared Reid A. Dunn, Managing Member of Dunn Family, LLC and he did
acknowledge the foregoing to be his act and deed on behalf of said entity.

WITNESS my hand and Notarial Seal.

Juanita M. Richards, Notary Public
Frederick County
State of Maryland
My Commission Expires: Feb. 5, 2001


Notary Public

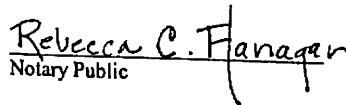
My Commission Expires:

STATE OF ILLINOIS, COUNTY OF COOK, TO WIT:

I HEREBY CERTIFY that on this 10th day of July, 2000
before me, the Subscriber, a Notary Public in and for the State and County aforesaid,
personally appeared Steven K. Skinner of Kemper Sports Management, Inc.,
Managing Member of Whiskey Creek Golf Investments Whiskey Creek, L.L.C.,
Managing Member of Whiskey Creek, LLC and he/she did acknowledge the foregoing
to be his/her act and deed on behalf of said entity.

WITNESS my hand and Notarial Seal.

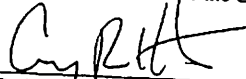



Notary Public

My Commission Expires:


3K2733PG1346

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.


Craig R. Habicht

AFFIDAVIT OF CONSIDERATION

The undersigned agent for the Grantor and Grantee to the within instrument hereby certifies under the penalties of perjury that there is no consideration paid or to be paid between the parties hereto for the execution and recordation of the within instrument.


Craig R. Habicht

Return to: **LAW OFFICE
SEVERN, O'CONNOR & KRESSLEIN, P.A.** 8/16/00
141 WEST PATRICK STREET
FREDERICK, MARYLAND 21701

22733661347

PARCEL 1: All those lots or parcels of real estate designated as "Lots 1-10", containing 18,497 acres more or less, as "Open Space" or "Area of Dedication (H.O.A.)" containing acres more or less; and "Whiskey Court" or "Area of Dedication" containing 0.872 acres more or less, all as set forth in the "Final Plat" Resource Conservation Subdivision, Section 1, Plat 2, Lots 1-10, Whiskey Creek recorded in Plat Book 63, pages 156-157 among the Plat Records of Frederick County, Maryland; and as modified by a Plat Record Correction/Addition Plat Resource Conservation Subdivision, Section 1, Plat 2, Lots 1-5, Whiskey Creek 2 and

PARCEL 2: All those lots or parcels of real estate designated as "Lots 11-13" containing 6.8794 acres more or less shown on a plat entitled "Final Plat, Resource Conservation Subdivision, Section 1, Plat 1, Lots 11-13" recorded in P 63, Pages 158-159 among the Plat records of Frederick Maryland.

BEING part of the same property conveyed unto Dunn Whiskey Creek, LLC by Deed dated June 15, 1998 by De Litteral, et al and recorded in Liber 2433, folio 244 of the Land Records of Frederick County, Maryland; and

BEING ALSO part of the same property conveyed on Goodwin Whiskey Creek, LLC by Cadillac Investment Partners, LLC by Deed dated August 11, 1998, and recorded in Liber 2457, to among the Land Records of Frederick County, Maryland.

BEING ALSO part of the property conveyed by constraint of Marqer between Bush Creek Joint Venture and Dunn Goodwin dated August 13, 1998, and recorded in Liber 2457, folio 55 the Land Records of Frederick County, Maryland.

All those parcels known and designated as "New Area, Bush Creek Joint Venture" containing 11,410,962 sq. ft. or 261.960 acres more or less, on a plat entitled "Addition Plat, Cadillac Investment Partners, LLC to Bush Creek Joint Venture and Little Addition to Bush Creek Joint Venture recorded in Plat Book folio 74-75 among the Land Records of Frederick County, Maryland and as modified by a Plat recorded in Plat Book 66, page 133, among the aforesaid Land Records entitled "Correction/Addition P Resource Conservation Cluster Subdivision, Section 1, Plat 2, L 1-5, Whiskey Creek Estates", and

saving and Excepting therefrom and thereout the following

Parcel 1: All those lots or parcels of real estate known designated as "Lots 1-10", containing 18.497 acres more or less "Open Space" or "Area of Dedication (H.O.A.)" containing 29. acres more or less, and "Whiskey Court" or "Area of Dedication" containing 0.872 acres more or less, all as shown on Plat entitled "Final Plat, Resource Conservation Cluster Subdivision, Section 1, Plat 2, Lots 1-10, Whiskey Creek Estates recorded in Plat Book 63, pages 156-157 among the Plat Records of Frederick County, Maryland; and as modified by a Plat recorded in Plat Book 66, page 133, among the aforesaid Land Records entitled "Correction/Addition Plat Resource Conservation Cluster Subdivision, Section 1, Plat 2, Lots 1-5, Whiskey Creek Estates" and

Parcel 2: All those lots or parcels of real estate known designated as "Lots 11-13" containing 6.8754 acres more or less shown on a Plat entitled "Final Plat, Resource Conservation Cluster Subdivision, Section 1, Plat 1, Lots 11-13" recorded in Plat Book 63, Pages 158-159 among the Plat records of Frederick County, Maryland.

BEING part of the same property conveyed unto Dunn Goodwin Whiskey Creek, LLC by Deed dated June 15, 1998 by Daniel Litteral, et al and recorded in Liber 2433, folio 244 among the Land Records of Frederick County, Maryland; and

BEING ALSO part of the same property conveyed unto Dunn Goodwin Whiskey Creek, LLC by Cadillac Investment Partners, LLC Deed dated August 11, 1998, and recorded in Liber 2457, folio 54 among the Land Records of Frederick County, Maryland.

BEING ALSO part of the property conveyed by confirmatory Deed of Merger between Bush Creek Joint Venture and Dunn Goodwin, LLC dated August 12, 1998, and recorded in Liber 2457, folio 556, among the Land Records of Frederick County, Maryland.