

Declaration-CC&Rs

The Fields HOA



D.R.S. & ASSOCIATES

210 PENNSYLVANIA AVE., WESTMINSTER, MD 21157

DESCRIPTION

of 26.0257 acres portion of the Martin K.P. Hill and Jack Reedy property, on the east side of Maryland Route #30 (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County Maryland.

Beginning for the same at a point formed by the intersection of the north east right of way line of the Western Maryland railway as laid out and shown on plat of the Lawrence H. Roberts property, dated June 26, 1973, prepared by C.A. Myers, Surveyor, and the north east right of way line of Maryland Route #30 (Hanover Pike), thence leaving said place of beginning and running with and binding on the north east right of way line of said Maryland Route #30 as now surveyed and referring all courses of this description to the Maryland State Grid Meridian 1) N 16° 43' 20" W - 724.55 feet to a point, thence leaving said right of way line and running for new lines of division through the land described in a deed dated September 30, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy, the 12 following courses and distances, viz: by a line curving to the right in a northeasternly direction with the radius of 21.00 feet for a distance of 32.21 feet, the arc which is subtended by a chord bearing 2) N 27° 12' 56" E - 29.14 feet, to a point, thence by a line curving to the left in a northeasternly direction with the radius of 545.50 feet for the distance of 111.26 feet, the arc which is subtended by a chord bearing 3) N 65° 18' 37" E - 111.07 feet, thence 4) N 59° 28' 01" E - 397.53 to a point, thence by a line curving to the right in a southeasternly direction with the radius of 29.00 feet for a distance of 45.55 feet, the arc which is subtended by a chord bearing 5) S 75° 31' 59" E - 41.01 feet to a point, thence 6) S 30° 31' 59" E - 80.50 feet to a point, thence 7) N 59° 28' 01" E - 202.33 feet to a point, thence 8) N 67° 39' 55" E 108.37 feet to a point, thence 9) N 77° 28' 13" E - 178.25 feet to a point, thence 10) N 89° 07' 07" E - 65.01 feet to a point, thence 11) S 01° 54' 10" E 301.17 feet to a point, thence 12) S 32° 44' 07" E - 149.79 feet to a point, and thence 13) S 04° 09' 35" E - 110.29 feet to a point, running thence for another new line of division in part through the land described in said deed and in part through land described in a deed dated November 21, 1970 and recorded among said Land Records in Liber C.C.C. 479 folio 519 was conveyed by

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**D.R.S. & ASSOCIATES**

Evelyn G. DeBaugh to Lawrence H. Roberts, Jr., in all, 14) S 41° 07' 43" E - 94.26 feet, running thence for more new lines of division through the land described in the last mentioned deed the 3 following courses and distances viz: 15) S 19° 18' 06" W - 459.85 feet to a point, thence running 16) S 35° 21' 18" W - 79.22 feet to a point and thence running 17) S 51° 20' 00" W - 585.00 feet to a point on the north east right of way line of the Western Maryland railroad as laid out and shown on aforementioned plat, running thence with and binding on said north east right of way line the 2 following courses and distances, viz: by a line curving to the left in a northwesternly direction with the radius of 1548.50 feet for the distance of 222.41 feet the arc which is subtended by a chord bearing 18) N 38° 02' 19" W - 222.22 feet to a point and thence 19) N 43° 17' 00" W - 308.88 feet to the place of beginning.

containing 26.0257 acres of land more or less.

Being a part of the land described in a deed dated September 30, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy, and being also part of the land described in a deed dated November 21, 1970 and recorded among said Land Records in Liber C.C.C. 479 folio 519 was conveyed by Evelyn G. DeBaugh to Lawrence H. Roberts, Jr.

July 9, 1984

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D.R.S. & ASSOCIATES

210 PENNSYLVANIA AVE., WESTMINSTER, MD 21157

DESCRIPTION

of 2.8620 acres portion of the Martin K.P. Hill and Jack Reedy property, on the east side of Maryland Route #30 (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at a point on the north east right of way line of Maryland Route #30, at the distance of 35.65 feet from the end of the 4-th or S 75° 51' 36" W - 181.50 foot line of the land which by deed dated October 1, 1976 and recorded among the Land Records of Carroll County in Liber C.C.C. 640 folio 758, was conveyed by Myrtle A. Wagner and George Raines to James E. McCreary and S. Frances McCreary, his wife, said place of beginning being also situated at the distance of 35.65 feet from the end of the 12-th or S 67° 04' 52" W - 253.00 foot line erroneously described in a deed dated September 30, 1984, and recorded among said Land Records in Liber L.W.S. 774 folio 732, was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy as now surveyed and referring all courses of this description to the Maryland State Grid System, thence leaving said place of beginning and running with and binding reversely on the remaining portion of said 12-th line, 1) N 67° 04' 52" E - 146.00 feet to a point, thence leaving said 12-th line and running for new lines of division through the land described in the last mentioned deed, the 6 following courses and distances, viz: 2) N 59° 42' 38" E - 366.90 feet to a point, thence 3) S 30° 31' 59" E - 210.84 feet to a point, thence by a line curving to the right in a southwesternly direction with the radius of 29.00 feet for the distance of 45.55 feet, the arc which is subtended by a chord bearing 4) S 14° 28' 01" W - 41.01 feet, to a point, thence 5) S 59° 28' 01" W - 397.53 feet to a point, thence running by a line curving to the right in a southwesternly direction with the radius of 485.50 feet, for the distance of 95.07 feet, the arc which is subtended by a chord bearing 6) S 65° 04' 37" W - 94.92 feet to a point, and thence by a line curving to the right in a northwesternly direction with the radius of 21.00 feet for the distance of 33.94 feet, the arc which is subtended by a chord bearing 7) N 63° 01' 04" W - 30.36 feet to a point on the north east right of way line of said Maryland Route #30, running thence with and binding on said right of way line 8) N 16° 43' 20" W - 232.45 feet to the place of beginning.

EXHIBIT "C"

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BOOK

01 PAGE 250

Page Two

D.R.S. & ASSOCIATES

containing 2.8620 acres of land more or less.

Being a part of the land described by deed dated September 30, 1980 and recorded among the Land Records of Carroll County Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy

July 9, 1984

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EXHIBIT "A"

DESCRIPTION

All that land shown on Plat "A" and Plat "B" of Section One Robert's Field which Plats are recorded among the Plat Records of Carroll County, Maryland in Plat Book L.W.S. 26, Folio 65.



BOOK 01 PAGE 252

- SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

D.R.S. & ASSOCIATES

210 PENNSYLVANIA AVE., WESTMINSTER, MD 21157

Description of Parcel "A" Common Open Space
Plat "A" Section One "Roberts Field"

containing 1132.90 square feet portion of the Martin K.P. Hill and Jack Reedy Property, on the east side of Maryland Route #30 (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at a point on the south side of Century Avenue at the distance of 32.51 feet in a southeasterly direction from point #23 as laid out and shown on Plat "A" Section One of "Roberts Field" soon to be recorded among the Land Records of Carroll County, said place of beginning being also situated at the north east corner of Lot #35 as laid out and shown on said plat, thence leaving said place of beginning and running 1) S 20° 34' 08" E - 113.48 feet to a point, thence 2) S 61° 40' 25" E - 10.09 feet to a point, thence 3) N 20° 34' 08" E - 113.21 feet to a point on the south side of said Century Avenue, running thence with and binding on said south side by a line curving to the right in a northwesternly direction with the radius of 305.00 feet for the distance of 10.13 feet, the arc which is subtended by a chord bearing 4) N 60° 09' 57" W - 10.13 feet to the place of beginning.

containing 1132.90 square feet of land more or less

Being a part of the land described by deed dated September 30, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy.

July 9, 1984

EXHIBIT "B"

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D.R.S. & ASSOCIATES

210 PENNSYLVANIA AVE., WESTMINSTER, MD 21157

Description of Parcel "B" Common Open Space, Plat "A", Section One, "Roberts Field"

containing 1980 square feet portion of the Martin K.P. Hill and Jack Reedy property, on the east side of Maryland Route #30 (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at a point on the south side of Century Avenue S 69° 25' 52" E - 137.90 feet from point #22 as laid out and shown on Plat "A" Section One, "Roberts Field" soon to be recorded among the Land Records of Carroll County, said place of beginning also being the north east corner of Lot #8 as laid out and shown on aforementioned plat, thence leaving said place of beginning and running and binding along the east side of said Lot #8 1) S 20° 34' 08" W - 110.00 feet to a point at the south east corner of Lot #8, shown on said plat, thence running with and binding along the outline of said plat 2) S 69° 25' 52" E - 18.00 feet to a point at the south west corner of Lot #9 shown on said plat, thence leaving the outline of said plat running with and binding along the west side of said Lot #9 3) N 20° 34' 08" E - 110.00 feet to a point on the south side of Century Avenue at the north west corner of said Lot #9, running with and binding on the south side of said Avenue, thence 4) N 69° 25' 52" W - 18.00 feet to the place of beginning.

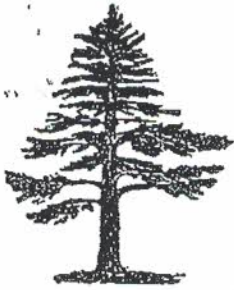
containing 1980 square feet of land more or less.

Being a part of the land described by deed dated September 30, 1980 and recorded among the Land Records of Carroll County, in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy.

July 9, 1984

EXHIBIT "B"

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D.R.S. & ASSOCIATES

210 PENNSYLVANIA AVE., WESTMINSTER, MD 21157

Description of Parcel "C" Common Open Space
Plat "A" Section One "Roberts Field"

containing 1980 square feet portion of the Martin K.P. Hill and Jack Reedy property, on the east side of Maryland Route #30, (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at point #9 on the south side of Century Avenue as laid out and shown on Plat "A" Section One, "Roberts Field" soon to be recorded among the Land Records of Carroll County, thence leaving said place of beginning and running with and binding along the south side of Century Avenue 1) N 69° 25' 52" W - 18.00 feet to a point at the north east corner of Lot #16 laid out and shown on said plat, thence leaving said south side of Century Avenue and running with and binding on the west side of said Lot #16 2) S 20° 34' 08" W - 110.00 feet to a point at the south east corner of Lot #16, thence running with and binding on the outline of said plat, the 2 following courses and distances viz: 3) S 69° 25' 52" E - 18.00 feet to a point #10 as shown on hereinmentioned plat and thence 4) N 20° 34' 08" E - 110.00 feet to the place of beginning.

containing 1980 square feet of land more or less.

Being a part of the land described by deed dated September 30, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy.

July 2, 1984

EXHIBIT "B"

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BOOK 01 PAGE 255

• SURVEYING
• LAND PLANNING
• CIVIL ENGINEERING

D.R.S. & ASSOCIATES

210 PENNSYLVANIA AVE., WESTMINSTER, MD 21157

Description of Parcel "D" Common Open Space,
Plat "A", Section One, "Robert's Field"

containing 0.9508 acres portion of the Martin K.P. Hill and Jack Reedy property, on the east side of Maryland Route #30, (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at the distance of 15.36 feet from an iron bolt at the end of the 4-th or S 58° 12' 40" W - 102.41 foot line of the land which by deed dated May 1, 1974 and recorded among the Land Records of Carroll County in Liber C.C.C. 568 folio 329 was conveyed by the Bedford Holding Company to Hampstead Joint Venture, said place of beginning being also situated at the end of 87.87 feet on the 4-th or S 58° 05' 39" W - 103.22 foot line of the land described in a deed dated September 30, 1980 and recorded among said Land Records in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy thence leaving said place of beginning and running with and binding on part of said 4-th line as now surveyed and referring all courses of this description to the Maryland State Grid system:

- 1) N 58° 05' 39" E - 40.00 feet to a point, thence leaving said 4-th line and running with and binding on the outline of Parcel "D" Plat "A" Section One, "Robert's Field" recorded among the Land Records of Carroll County in Plat Book 26, Page 65, the 12 following courses and distances, viz;
- 2) S 66° 54' 12" E - 335.14 feet to a point, thence 3) S 20° 34' 08" W - 202.24 feet to a point, thence 4) N 69° 25' 52" W - 18.00 feet to a point, thence 5) N 20° 34' 08" E - 110.00 feet to a point, thence 6) N 69° 25' 52" W - 182.00 feet to a point, thence 7) S 20° 34' 08" W - 110.00 feet to a point, thence 8) N 69° 25' 52" W - 18.00 feet to a point, thence 9) N 20° 34' 08" E - 110.00 feet to a point, thence 10) N 69° 25' 52" W - 137.00 feet to a point, thence 11) S 28° 52' 08" W - 110.14 feet to a point, thence by a line curving to the right in a north-westerly direction with the radius of 245.00 feet for the distance of 15.27 feet, the arc which is subtended by chord bearing 12) N 50° 28' 56" W - 15.27 feet to a point, thence 13) N 28° 52' 08" E - 171.22 feet to the place of beginning.

containing 0.9508 acres of land more or less.

Being a part of the land described by deed dated September 30, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy.

September 26, 1984

EXHIBIT "B"
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EXHIBIT "B"
TO THE DECLARATION FOR
THE FIELDS HOMEOWNERS ASSOCIATION, INC.

"The open space areas as shown or to be shown on Plats of Robert's Field, recorded and to be subsequently recorded, are subject to the rights of the Town of Hampstead to enter upon and explore for well water sources for its municipal water system and to require the conveyance to it of as many well sites and adequate rights of way thereto as the Town deems necessary to supply its municipal water system."

**D.R.S. & ASSOCIATES**

210 PENNSYLVANIA AVE., WESTMINSTER, MD 21157

DESCRIPTION

of 134.260 acres portion of Lawrence H. Roberts Jr. property, and the Martin K.P. Hill and Jack Reedy property, on the east side of Maryland Route #30 (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at an iron pipe heretofore set by others at the end of a line drawn S 29° 33' 23" W - 16.55 feet from a tacked stone marked "M.B." at the base of a 30" white oak tree heretofore set by others at the beginning of the whole tract of land called "Merrymans Beginning", said iron pipe being also situated at the end of the 17-th or S 46° 38' 17" E - 311.98 foot line of the land which by deed dated August 5, 1974 and recorded among the Land Records of Carroll County in Liber C.C.C. 575 folio 606 was conveyed by Elwood E. Swam to John T. Cole and Ruth Anna Cole, his wife, said place of beginning being also situated at the beginning of the 1-st parcel of the 1-st tract of land described in a deed dated January 28, 1972 and recorded among said Land Records in Liber C.C.C. 506 folio 190 was conveyed by James F. Offutt, Jr. to Lawrence H. Roberts, said place of beginning also being the beginning of land described in a deed dated September 30, 1980 and recorded in said Land Records in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy, thence leaving said place of beginning and running with and binding on the outline of "Robert's Field" as laid out and shown on Layout Plan of "Robert's Field" dated November 30, 1981, prepared by D.R.S. & Associates, said Plan being on file in the Town Office of Hampstead, as now surveyed and referring all courses of this description to the Maryland State Grid System the 37 following courses and distances, viz: 1) N 56° 09' 11" W - 311.91 feet to an iron bolt, thence 2) S 59° 31' 13" W - 553.85 feet to an iron pin, thence 3) S 60° 08' 30" W - 1035.27 feet to a point, thence 4) S 58° 05' 39" W - 103.22 feet to an iron bolt, thence 5) S 61° 30' 34" W - 962.59 feet to an iron bolt, thence 6) S 63° 29' 17" W - 66.24 feet to a tacked stone, thence 7) S 19° 58' 08" E - 168.44 feet to a tacked stone, thence 8) S 74° 34' 22" W 66.00 feet to a point, thence 9) S 8° 51' 38" E - 33.90 feet to a point, thence 10) S 17° 55' 08" E - 108.38 feet to a marble stone marked "X", thence 11) S 22° 55' 08" E - 96.00 feet to a point, thence 12) S 67° 04' 52" W - 146.00 feet to a point, thence 13) S 16° 43' 20" E - 1059.08 feet to a point, thence 14) S 43° 17' 00" E - 308.88

EXHIBIT "C"

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D.R.S. & ASSOCIATES

feet to a point, thence by a line curving to the right in a southeasterly direction with the radius of 1549.50 feet for the distance of 333.21 feet the arc which is subtended by a chord bearing 15) S 37° 07' 08" E - 332.57 feet to a point, thence 16) N 51° 20' 00" E - 733.74 feet to a point, thence 17) S 38° 40' 00" E - 10.00 feet to a point, thence 18) S 51° 20' 00" W - 189.44 feet to a point, thence 19) S 38° 40' 00" E - 133.50 feet to a point, thence 20) N 50° 24' 19" E - 152.44 feet to a point, thence 21) N 19° 42' 18" E - 527.91 feet to a point, thence 22) N 47° 21' 12" E - 103.33 feet to a point, thence 23) N 76° 05' 32" E - 108.17 feet to a point, thence 24) S 24° 15' 28" E - 23.59 feet to a point, thence 25) N 68° 56' 06" E - 160.00 feet to a point, thence 26) N 21° 03' 55" W - 101.14 feet to a point, thence 27) N 13° 28' 21" W - 50.00 feet to a point, thence 28) N 2° 00' 56" W - 341.21 feet to a point, thence 29) N 89° 02' 21" E - 626.09 feet to a point, thence 30) N 82° 57' 43" E - 81.62 feet to a point, thence 31) N 62° 13' 21" E - 132.76 feet to a point, thence 32) S 28° 23' 28" E - 432.59 feet to a point, thence 33) N 70° 13' 02" E - 548.63 feet to a point, thence 34) N 11° 46' 58" W - 1431.13 feet to a point, thence 35) N 44° 41' 25" E - 145.57 feet to a point, thence 36) N 44° 04' 35" W - 227.13 feet to a point, and thence 37) N 65° 49' 48" W - 338.49 feet to the place of beginning.

containing 134.260 acres of land more or less.

Being all of the land described by deed dated September 30, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy and being also part of the land which by deed dated November 21, 1970 and recorded among said Land Records in Liber C.C.C. 479 folio 519 was conveyed by Evelyn G. DeBaugh to Lawrence H. Roberts, Jr..

July 12, 1984

SAVING AND EXCEPTING:

Exhibits "A" and "B" attached hereto and the following 2 parcels being pages 3 through 6 of this Exhibit "C" attached hereto.

EXHIBIT "C"
PAGE 2 OF 6

FIFTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE FIELDS HOMEOWNERS ASSOCIATION, INC.
CARROLL COUNTY, MARYLAND

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of The Fields Homeowners Association, Inc. (herein called this Fifth Amendment"), made this 15th day of August, 1989, by Woodhaven Building and Development, Inc., a Maryland corporation (hereinafter referred to as the "Declarant").

09-12-89 3:47 P
REC.FEE 25.00
TTL 25.00
CL-4 2A9126

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of certain property in the Eighth Assessment District of Carroll County, Maryland, and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded among the Land Records of Carroll County, Maryland in Liber 888, page 860 et seq. (the "Declarant"); and

WHEREAS, as contemplated in accordance with provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to subject the land and property described herein to the Declaration and to membership in The Fields Homeowners Association, Inc.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declare as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all that land located in the Eighth Assessment District of Carroll County, Maryland, as described in Exhibit 1 attached hereto and made a part hereof.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats recorded among the Plat Records of Carroll County, Maryland in Plat Book 31, folios 166-169, (the "Subdivision Plats").

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Fifth Amendment to the Declaration, the land described herein and more particularly described in Exhibit 1 is subject to the covenants, conditions and restrictions contained in the aforesaid Declaration, including the lien for assessments created thereunder.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS, the Declarant has caused this Fifth Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

WOODHAVEN BUILDING AND
DEVELOPMENT, INC.

J. M. Munnell

By: Martin K.P. Hill (SEAL)
Martin K.P. Hill, President

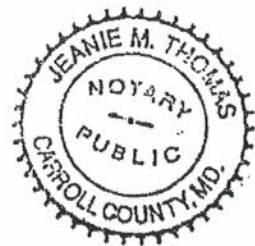
STATE OF MARYLAND, County OF Carroll, TO WIT:

I HEREBY CERTIFY, That on this 15th day of August, 1989, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Martin K.P. Hill, the President of Woodhaven Building and Development, Inc., who made oath in due form of law that he is authorized to execute this Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions of The Fields Homeowners Association, Inc. on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Jeanie M. Thomas
NOTARY PUBLIC

My Commission Expires: 7/1/90





D.R.S. & ASSOCIATES

52 WINTERS STREET., WESTMINSTER, MD 21157

Description

of 9.7563 acres portion of the Woodhaven Building & Development, Inc. property, known as Plat "M" of Section One Robert's Field, in the Town of Hampstead, on the East side of Maryland Route # 30 (Hanover Pike), in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at the beginning of the 3-rd or South 02 degrees 00 minutes 55 seconds East 341.21 foot line of Parcel "C" of the land which by deed dated May 30, 1989 and recorded among the Land Records of Carroll County in Liber L.W.S. 1149 Folio 863 and conveyed by Martin K.P. Hill and Jack Reedy to Woodhaven Building & Development, Inc. said place of beginning being also situated at point no. OL29 at the Northeast corner of Lot # 369 as laid out and shown on Plat "M" of Section One Robert's Field sheet 2 of 4 bearing revision date of April 26, 1989 and recorded among said Land Records in Plat Book 31 Page 167, and prepared by D.R.S. & Associates, thence leaving said place of beginning and running with and binding on the outline of said Plat and running also with and binding on the 3-rd through the 12-th lines of said Parcel "C" as now surveyed and referring all courses of this description to the Maryland State Grid Meridian the ten following courses and distances, viz: 1) South 02 degrees 00 minutes 56 seconds East 341.21 feet, thence 2) South 76 degrees 05 minutes 32 seconds West 75.03 feet, thence by a line curving to the right in a Northwesterly direction with the radius of 20.00 feet for the distance of 33.62 feet the arc which is subtended by a chord bearing 3) North 55 degrees 45 minutes 00 minutes West 29.80 feet, thence by a line curving to the left in a Southeasterly direction with the radius of 540.00 feet for the distance of 93.61 feet the arc which is subtended by a chord bearing 4) South 12 degrees 33 minutes 31 seconds East 93.49 feet, thence 5) South 78 degrees 17 minutes 50 seconds West 60.28 feet, thence by a line curving to the left in a Northwesterly direction with the radius of 20.00 feet for the distance of 30.36 feet the arc which is subtended by a chord bearing 6) North 60 degrees 25 minutes 22 seconds West 27.53 feet, thence 7) South 76 degrees 05 minutes 32 seconds West 56.86 feet, thence by a line curving to the left in a Southwesterly direction with the radius of 250.00 feet for the distance of 247.80 feet the arc which is subtended by a chord bearing 8) South 47 degrees 41 minutes 49 seconds West 237.78 feet, thence 9) South 19 degrees 18 minutes 06 seconds West 208.28 feet and thence by a line curving to the left in a Southwesterly direction with the radius of 350.00 feet for the distance of 139.98 feet the arc which is subtended by a chord bearing 10) South 07 degrees 50 minutes 39 seconds West 139.05 feet, running thence in part with and binding on the 13-th line of said Parcel "C" and running also with and binding in part on the 2-nd or South 03 degrees 36 minutes 48 seconds East 71.46 foot line of Parcel "B" described in the hereinmentioned deed, in all, 11) South 03 degrees 36 minutes 48 seconds East 83.14 feet, thence running with and binding on the 3-rd line of said Parcel "B" 12) South 86 degrees 23 minutes 12 seconds West 50.00 feet, running thence with and binding in part on the 4-th line of said Parcel "B" and running also with and binding reversely in part on the 8-th or North 51 degrees 16 minutes 45 seconds East 425.84 foot line of the land which by deed dated April 3, 1989 and recorded among said Land Records in Liber L.W.S. 1141 Folio 01 and conveyed by Maurice Benjamin Hampshire, Personal Representative of the Estate of Annie Edna Hampshire, to



D.R.S. & ASSOCIATES

52 WINTERS STREET., WESTMINSTER, MD 21157

Woodhaven Building & Development, Inc. in all, 13) South 51 degrees 16 minutes 45 seconds West 740.11 feet to a point in the Western Maryland Railway Company right of way 60.00 feet wide as laid out and shown on Right of Way and Track Map Western Maryland Railway Company V.1-4/5 dated June 30, 1919, thence leaving said right of way and running with and binding reversely on the 7-th, 6-th, 5-th and 4-th lines of said lastmentioned deed, in all, 14) South 56 degrees 37 minutes 06 seconds West 272.69 feet to a point in the bed of Maryland Route # 30 (Hanover Pike), running thence with and binding reversely on the 3-rd line of said lastmentioned deed and running also with and binding in the bed of said Maryland Route # 30 15) North 15 degrees 44 minutes 56 seconds West 34.00 feet to the beginning of the 25-th or North 14 degrees 41 minutes 47 seconds West 750.00 foot line described in Parcel "C" of the 1-st hereinmentioned deed, running thence with and binding in the bed of said Road and running also with and binding on the 25-th through the 37-th lines of said Parcel "C" the thirteen following courses and distances, viz: 16) North 14 degrees 41 minutes 47 seconds West 750.00 feet to the eastern right of way line of said Maryland Route # 30 at the distance of 33.00 feet from the center thereof, thence running with and binding on said eastern right of way line 17) South 16 degrees 43 minutes 20 seconds East 224.62 feet to intersect the western right of way line of said Western Maryland Railway Company, thence running with and binding on said western right of way line by a line curving to the right in a Northwesterly direction with the radius of 1833.00 feet for the distance of 7.83 feet the arc which is subtended by a chord bearing 18) North 42 degrees 38 minutes 22 seconds West 7.83 feet, thence still running with and binding on the outline of said hereinmentioned Plat the five following courses and distances, viz: 19) South 18 degrees 40 minutes 24 seconds East 517.37 feet, thence 20) North 56 degrees 37 minutes 06 seconds East 200.15 feet to intersect the western right of way line of said Western Maryland Railway Company, thence running with and binding on said Western right of way line by a line curving to the left in a Northwesterly direction with the radius of 1217.00 feet for the distance of 334.41 feet the arc which is subtended by a chord bearing 21) North 36 degrees 50 minutes 48 seconds West 333.36 feet, thence 22) North 44 degrees 43 minutes 08 seconds West 95.30 feet and thence by a line curving to the right in a Northwesterly direction with the radius of 1833.00 feet for the distance of 62.63 feet the arc which is subtended by a chord bearing 23) North 43 degrees 44 minutes 24 seconds West 62.63 feet to the eastern right of way line of said Maryland Route # 30, thence running with and binding on said eastern right of way line 24) North 16 degrees 37 minutes 31 seconds West 163.73 feet to intersect the eastern right of way line of said Western Maryland Railway Company, thence leaving the eastern right of way line of said Maryland Route # 30 and running with and binding on the eastern right of way line of said Western Maryland Railway Company by a line curving to the left in a Southeasterly direction with the radius of 1767.00 feet for the distance of 207.54 feet the arc which is subtended by a chord bearing 25) South 41 degrees 21 minutes 15 seconds East 207.42 feet, thence 26) South 44 degrees 43 minutes 08 seconds East 95.30 feet, thence by a line curving to the right in a Southeasterly direction with the radius of 1283.00 feet for the distance of 233.13 feet the arc which is subtended by a chord bearing 27) South 39 degrees 30 minutes 47 seconds East 232.81 feet, thence leaving said eastern right of way line and running with and binding on the outline as laid out and shown on Plat of Robert's Field Business Center, dated November 10, 1986, prepared by D.R.S. & Associates and recorded among said Land Records in Plat Book 29, Page 115, 28) North 21 degrees 20 minutes 00 seconds East 582.33 feet, thence 29) North 35 degrees 21 minutes 19 seconds East 79.22 feet, thence 30) North 19 degrees 18 minutes 06 seconds East 222.85 feet, thence 31) South 70 degrees 41 minutes 54 seconds East 85.50 feet, thence 32) North 19 degrees 18 minutes 06 seconds East 50.00 feet, thence 33) North 70 degrees 41 minutes 54 seconds West 85.50 feet, thence 34) North 19 degrees 18 minutes 06 seconds East 187.00 feet and thence 35)



D.R.S. & ASSOCIATES

52 WINTERS STREET., WESTMINSTER, MD 21157

North 41 degrees 07 minutes 44 seconds West 65.60 feet, thence leaving said 37-th line and still running with and binding on the outline of said lastmentioned Plat the two following courses and distances viz: 36) North 41 degrees 07 minutes 44 seconds West 28.66 feet and thence 37) North 04 degrees 09 minutes 35 seconds West 110.29 feet to point no. 34 as laid out and shown on Plat "E" of Section One Robert's Field Sheet 3 of 3 bearing revision date of July 8, 1987 and recorded among said Land Records in Plat Book 29 Page 26 and prepared by D.R.S. & Associates, running thence with and binding on the outline of said Plat the eight following courses and distances. viz: 38) North 33 degrees 36 minutes 04 seconds East 110.50 feet, thence 39) North 77 degrees 02 minutes 22 seconds East 120.00 feet, thence 40) North 87 degrees 59 minutes 04 seconds East 111.62 feet, thence 41) North 45 degrees 55 minutes 24 seconds East 27.45 feet, thence 42) North 02 degrees 00 minutes 56 seconds West 71.61 feet, thence 43) North 87 degrees 59 minutes 04 seconds East 79.37 feet, thence 44) North 45 degrees 55 minutes 24 seconds East 27.79 feet and thence 45) North 02 degrees 00 minutes 56 seconds West 60.69 feet to point no. RW237 as laid out and shown on the 1-st hereinmentioned Plat, running thence with and binding on the outline of said 1-st hereinmentioned Plat 46) North 89 degrees 02 minutes 21 seconds East 160.03 feet to the place of beginning.

Containing 9.7563 acres of land more or less.

Being and comprising of the following deeds:

1) Being part of the land which by deed dated December 31, 1986 and recorded among the Land Records of Carroll County in Liber L.W.S. 1032 Folio 491 and conveyed by Martin K.P. Hill and Jack Reedy to Woodhaven Building & Development, Inc.

2) Being all and the same land which by deed dated April 3, 1989 and recorded among the Land Records of Carroll County in Liber L.W.S. 1141 Folio 01 and conveyed by Maurice Benjamin Hampshire, Personal Representative of the Estate of Annie Edna Hampshire to Woodhaven Building & Development, Inc.

3) Being all and the same land which by deed dated May 30, 1989 and recorded among the Land Records of Carroll County in Liber L.W.S. 1149 Folio 863 and conveyed by Martin K.P. Hill and Jack Reedy to Woodhaven Building & Development, Inc.

August 11, 1989
D107-B2.111

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
SEP 12 3 43 PM '89
LARRY A. CLEGG

BOOK 01 PAGE 557

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FOR
THE FIELDS HOMEOWNERS ASSOCIATION, INC.
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07-11-89 12:15 P
REC FEE 50.00
TTL 50.00
CL-2 2A3761

THE FIELDS HOMEOWNERS ASSOCIATION, INC.Section 1

Declarant: Woodhaven Building and Development, Inc., a Maryland corporation

Principal Address: 4219 Hanover Pike

Manchester, Maryland 21102

Telephone Number: (301) 239-7169

Corporate Officers: Martin K. P. Hill, President

J. Barry Munroe, Vice President/Secretary/
Treasurer

The addresses of all corporate officers are
the same as the principal address of the
Corporation

Section 2

- I. The name of the Association is: The Fields Homeowners Association, Inc.
- II. The Association is incorporated in the State of Maryland.
- * III. The resident agent of the Association is:

(Michael H. Mannes
9 W. Mulberry Street
Baltimore, Maryland 21201)

changed.

* SEE Attached letter for Name, Address & qualifications of
NEW Resident agent. 6-24-89.

BOOK 01 PAGE 559
The Field's Homeowners Association
P.O. Box 409
Hampstead, Maryland 21074

Md. State Department of
Assessments and Taxation
301 W. Preston Street
Baltimore, Maryland 21217

Re: Corporate Resident Agent

To Whom it may concern:

Be it resolved this twenty fourth day of June in the year of nineteen hundred and eighty nine by a majority of the Board of Directors of The Fields Homeowners Association, Inc., a corporation of the State of Maryland, that the current Resident Agent of said corporation be changed to Mr. John Maguire, who is authorized to practice law in the State of Maryland and who is associated with the firm of Beck, Hollman, Hughes and Finch, Chartered which maintains an office at 189 E. Main Street in the City of Westminster which is located in Carroll County, Maryland. Be it further resolved that any and all records, documents, deeds, agreements, by-laws, articles, or any other item which is or may become the property of The Fields Homeowners Association, Inc. be forwarded from the existing Resident Agent to Mr. Maguire at the above address.

The Fields Homeowners Association, Inc.
P.O. Box 409
Hampstead, Maryland 21074

witness

Eric Kron, Member Board of Directors

witness

Michael Oles, Member Board of Directors

witness

Linda Oles, Secretary

The addresses of all corporate officers and directors are the same as the principal address of the Corporation.

cc: Beck, Hollman, Hughes & Finch

Michael H. Mannes
9 W. Mulberry St.
Balto., Md. 21201

THE FIELDS HOMEOWNERS ASSOCIATION, INC.Section 3

- I. The Association is located in the Eighth Election District of Carroll County, Maryland. Ninety five (95) lots have been annexed into the Association, and a maximum of Three Hundred Thirty (330) additional lots may later be annexed.
- II. The common areas of the Association are graphically shown on the Plat of Subdivision for Robert's Field, recorded among the Plat Records of Carroll County, Maryland, copies of which follow this sheet.
- III. The Declarant does not own land contiguous to the Development which is to be dedicated to public use.

THE FIELDS HOMEOWNERS ASSOCIATION, INC.Section 4

The Fields Homeowners Association, Inc. is not within or a part of another development.

Section 5

The Declarant has reserved the right to annex all that additional property described in Exhibit C to the Declaration, comprising approximately Four Hundred Twenty Five (425) lots and common areas. The Declarant's right to annex is fully set forth in Article IX, Section 4 of the Declaration.

Section 6

Copies of the recorded Declaration of Covenants, Conditions and Restrictions of The Fields Homeowners Association, Inc. follow this sheet. All owners are subject to the restrictions and obligations contained within the respective documents, which may be enforced against any owner.

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS
The Fields Homeowners Association, Inc.

THIS DECLARATION, made on the date hereinafter set forth by Woodhaven Building & Development, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Eighth Election District, County of Carroll, State of Maryland, which is more particularly described as:

(Insert legal description)

SEE EXHIBIT "A" ATTACHED

SAVINGS AND EXCEPTING the beds of all public roads, rights-of-way and easements of record notwithstanding the fact that actual transfer of title to said roads may not have occurred at the time of recordation of this Declaration.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, 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 described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Fields Homeowners Association, Inc., its successors and assigns.

Section 2. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

SEE EXHIBIT "B" ATTACHED

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Woodhaven Building and Development, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as 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 (3) 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 December 31, _____, 19 90.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Notwithstanding the above, Declarant shall pay 25% of the assessment levied pursuant to this Article for lots which it owns within the properties from and after the date of conveyance of the first lot described in Exhibit "A" and all subsequent lots which may hereafter be brought within the jurisdiction of the Association.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, ^{for collection thereof} shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, ^{for collection thereof} shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty dollars (\$120.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in

lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL STANDARDS

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS

Section 1. - Residential Use. All lots and homes shall be used for residential purposes exclusively except for such temporary nonresidential uses as may be permitted by the Board of Directors from time to time. Nothing in this Section, or herein elsewhere, shall be construed to prohibit the Declarant from using homes which it owns or leases for promotional or sales purposes or display as "Model Homes" or from leasing any home or homes which it owns.

Section 2. - Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the common area or within any home in the properties nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Owners.

(b) There shall be no obstruction of any common area, except as herein provided. Nothing shall be stored upon the common area, except as herein provided, without the approval of the Board of Directors. Vehicular parking upon the common

area may be regulated by the Board of Directors.

(c) Nothing shall be done or maintained upon the common area which will increase the rate of insurance on the common area or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained on the common area which would be in violation of any law. No waste shall be committed upon the common area.

(d) No structural alteration, construction, addition or removal of the common area or facilities shall be commenced or conducted except in strict accordance with the provisions thereof.

(e) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any home, or upon the common area, except that this shall not prohibit the keeping of two dogs, two cats and/or caged birds as domestic pets; provided that they are not kept, bred or maintained for commercial purposes; and provided further that the keeping of such dogs, cats and/or caged birds will not constitute such type of noxious or offensive activity as covered in subsection (a) of this Section. All dogs must be kept inside their respective Owner's home or enclosed yard and may be walked on the common area, only on a leash.

(f) Except for such signs as may be posted by the Declarant for promotional purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any home or the common area; provided, however, that one temporary real estate sign of customary and reasonable dimensions may be displayed upon, in or from any home placed upon the market for sale or rent. The provisions of this subsection shall not be applicable to the holder of any Deed of Trust or mortgage in the process of enforcing his lien by foreclosure. One professional sign of a ^{medical} doctor, dentist, lawyer or certified public accountant is permitted so long as it is no more than one (1) foot by one (1) foot and is located on the inside of the window of a home.

(g) Except as herein elsewhere provided, no junk vehicle or other vehicle, on which current registration plates are not displayed, trailer, truck, camper, camp truck; house trailer, boat, ^{boat trailer} or the like shall be kept upon the common area or any lot, nor shall the repair or extraordinary maintenance of automobiles or other vehicles, be carried out thereon except as may be provided by the Board of Directors.

(h) No part of the common area shall be used for commercial activities of any character. This subsection shall not apply to the use of homes by the Declarant for display, promotional or sale purposes.

(i) No burning of any trash, and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, except by Declarant, or trash of any other kind shall be permitted on any lot or upon the common area. Trash and garbage containers shall not be permitted to remain in public view, except as provided by the Board of Directors.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon the common area at any time except by Declarant. Sheds shall be subject to prior approval by the Board or the Architectural Committee, except for sheds, if any, erected by the Declarant as part of the original construction. Outdoor clothes dryers or clothes lines shall not be maintained upon any lot except as provided by the Board of Directors.

(k) No outside television or radio aerial or antenna, or other aerial or antenna or Cable TV System for reception or transmission, shall be maintained upon any home without the prior written consent of the Board of Directors or the Architectural Control Committee and in no event shall such aerial or antenna be located so as to extend upward above the highest point of the home to which it is attached. No aerial or antenna shall be placed on the outside of any home except on the rear building wall of said home.

(l) Decks, porches, patios, and platforms shall be maintained in a neat, safe, and orderly manner.

(m) The owner of each home shall have the right to store firewood on the deck or patio provided that such wood is kept in a covered wood storage box stained to match the deck.

(n) The rear deck or patio of each home may be equipped with an awning for protection from the elements, which awning may also have side panels for privacy. All awnings must be approved by the Architectural Standards Committee as hereinafter provided.

(o) Between 11:00 p.m. and 9:00 a.m., there shall be no loud or unusual noises; and musical instruments, radios, televisions, record players, phonographs, hi-fi sets and amplifiers shall be used in such manner as not to disturb the other home owners.

(p) Outdoor cooking is strictly prohibited on any lot except in the rear of each lot.

(q) Fences approved by the Board of Directors in accordance with established standards may only be installed rearward from the rear building line of each home; provided, however, that the home owner shall thereafter be responsible at his sole expense for all maintenance of said fence. Further, the maintenance of all balconies, patios, and doorsteps and the watering and maintenance of all lawns, plants and landscaping within the lot lines of each lot shall be performed by each home owner at his expense, together with removal from all sidewalks and walkways within the lot lines of each lot of all snow and the maintenance of any plants or landscaping within each lot. Except as herein provided, no home owner or group owners shall build, plant or maintain any matter or thing upon, over or under the common area, except with the express permission of the Board of Directors, first obtained in writing, nor shall any home owner place trash, garbage, excess material of any kind on or about the common area, nor burn, chop or cut anything on, over or above the common area, except in locations designated by the Board.

(r) The front, side, and rear yards of each lot are to be maintained by each home owner. All uses of the front, side, and rear yards of each lot are specifically limited by the covenants herein.

(s) There shall be no violation of any rules for the use of the common area or lots which may from time to time be adopted by the Board of Directors and promulgated among the home owners by said Board in writing; and the Board of Directors is hereby, and elsewhere in the Covenants, authorized to adopt such rules.

ARTICLE VII

EXTERIOR MAINTENANCE AND EMERGENCY REPAIRS

Section 1. Exterior Maintenance: In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subjected.

Section 2. Exterior Maintenance - Emergency. In the event an Owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by 2/3 vote of the Board of Directors, shall have

the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subjected.

Section 3. Right of Entry. Each lot owner shall and does hereby grant a right of entry to any person authorized by the Board of Directors of the Association, in case of an emergency originating in, or threatening, his home or an adjoining home whether such Owner is present at the time or not.

Section 4. Town of Hampstead. The Declarant, for itself, its successors and assigns, hereby reserves unto the Town of Hampstead, Maryland the right to drill wells for supply of water in, upon, and under the common areas. This easement and right shall be appurtenant to the common areas presently included in this Declaration and all future common areas made subject hereto by annexation. The right to drill includes the right to construct such wells and to place all necessary utility and water lines and pumphouses and other related facilities as may be required by the Town of Hampstead but shall not obligate Declarant, its successors and assigns to maintain any of the wells, or other facilities.

OTHER AMENITIES

Section 1. The use of other amenities. The use of the Pavillion, Lake, pond, basketball court, piers, tot lots, and the like and such other of them that are constructed by the Declarant shall be subject to such rules as the Board shall decide, in their sole discretion, shall apply.

Section 2. The Garden Plots. The Declarant shall set aside such land for use as garden plots, for use by the lot owners as it shall, in its sole discretion, decide. The garden plots shall be leased to lot owners for their use subject to such rules as to the Board shall prescribe from time to time. Such leases shall be limited in time to the growing season and shall terminate at least annually.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges not or hereafter imposed, by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded among the Land Records to be effective.

Section 4. Annexation: Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Notwithstanding this Article IX, Section 4., the Declarant reserves the right to add additional lots within the area described below:

SEE EXHIBIT "C"

and said lots may be annexed by the Declarant, its successors and assigns, without the consent of the Class A members within seven (7) years of the date of this instrument, provided that the FHA and/or VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

Section 6. Amendment by Declarant. Notwithstanding any thing in this Declaration to the contrary, the Declarant reserves the right to amend this Declaration to conform to any requirements of the Veterans Administration and/or the Federal Housing Administration without prior approval or joinder by and owner or owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of August, 1984.

WOODHAVEN BUILDING AND DEVELOPMENT, INC.
Declarant

ATTEST:

Kathleen M. Taylor

BY: Martin K.P. Hill
Martin K. P. Hill, President

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY That on this 20th day of August, 1984,
before me, the subscriber, a Notary Public of the State of Maryland, in and for
the aforesaid County, personally appeared Martin K. P. Hill, President of
Woodhaven Building and Development, Inc. and he acknowledged the foregoing
Declaration of Covenants, Conditions and Restrictions to be the Corporate act
and deed.

Witness my hand and Notarial Seal the day and year first above written.


NOTARY PUBLIC

My Commission Expires: 7-1-86

EXHIBIT "A"

DESCRIPTION

All that land shown on Plat "A" and Plat "B" of Section One Robert's Field which Plats are recorded among the Plat Records of Carroll County, Maryland in Plat Book L.W.S. 26, Folio 65.



D.R.S. & ASSOCIATES

210 PENNSYLVANIA AVE., WESTMINSTER, MD 21157

Description of Parcel "A" Common Open Space
Plat "A" Section One "Roberts Field"

containing 1132.90 square feet portion of the Martin K.P. Hill and Jack Reedy Property, on the east side of Maryland Route #30 (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at a point on the south side of Century Avenue at the distance of 32.51 feet in a southeasterly direction from point #23 as laid out and shown on Plat "A" Section One of "Roberts Field" seen to be recorded among the Land Records of Carroll County, said place of beginning being also situated at the north east corner of Lot #35 as laid out and shown on said plat, thence leaving said place of beginning and running 1) S 20° 34' 08" E - 113.48 feet to a point, thence 2) S 61° 40' 25" E - 10.09 feet to a point, thence 3) N 20° 34' 08" E - 113.21 feet to a point on the south side of said Century Avenue, running thence with and binding on said south side by a line curving to the right in a northwesternly direction with the radius of 305.00 feet for the distance of 10.13 feet, the arc which is subtended by a chord bearing 4) N 60° 09' 57" W - 10.13 feet to the place of beginning.

containing 1132.90 square feet of land more or less

Being a part of the land described by deed dated September 30, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy.

July 9, 1984

EXHIBIT "B"

PAGE 1 OF 5

(301) 848-4060

(301) 876-6040

• SURVEYING
• LAND PLANNING
• CIVIL ENGINEERING

**D.R.S. & ASSOCIATES**

210 PENNSYLVANIA AVE., WESTMINSTER, MD 21157

Description of Parcel "B" Common Open Space,
Plat "A", Section One, "Roberts Field"

containing 1980 square feet portion of the Martin K.P. Hill and Jack Reedy property, on the east side of Maryland Route #30 (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at a point on the south side of Century Avenue S 69° 25' 52" E - 137.90 feet from point #22 as laid out and shown on Plat "A" Section One, "Roberts Field" soon to be recorded among the Land Records of Carroll County, said place of beginning also being the north east corner of Lot #8 as laid out and shown on aforementioned plat, thence leaving said place of beginning and running and binding along the east side of said Lot #8 1) S 20° 34' 08" W - 110.00 feet to a point at the south east corner of Lot #8, shown on said plat, thence running with and binding along the outline of said plat 2) S 69° 25' 52" E - 18.00 feet to a point at the south west corner of Lot #9 shown on said plat, thence leaving the outline of said plat running with and binding along the west side of said Lot #9 3) N 20° 34' 08" E - 110.00 feet to a point on the south side of Century Avenue at the north west corner of said Lot #9, running with and binding on the south side of said Avenue, thence 4) N 69° 25' 52" W - 18.00 feet to the place of beginning.

containing 1980 square feet of land more or less.

Being a part of the land described by deed dated September 30, 1980 and recorded among the Land Records of Carroll County, in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy.

July 9, 1984

EXHIBIT "B"

PAGE 2 OF 5



D.R.S. & ASSOCIATES

210 PENNSYLVANIA AVE., WESTMINSTER, MD 21157

Description of Parcel "C" Common Open Space
Plat "A" Section One "Roberts Field"

containing 1980 square feet portion of the Martin K.P. Hill and Jack Reedy property, on the east side of Maryland Route #30, (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at point #9 on the south side of Century Avenue as laid out and shown on Plat "A" Section One, "Roberts Field" soon to be recorded among the Land Records of Carroll County, thence leaving said place of beginning and running with and binding along the south side of Century Avenue 1) N 69° 25' 52" W - 18.00 feet to a point at the north east corner of Lot #16 laid out and shown on said plat, thence leaving said south side of Century Avenue and running with and binding on the west side of said Lot #16 2) S 20° 34' 08" W - 110.00 feet to a point at the south east corner of Lot #16, thence running with and binding on the outline of said plat, the 2 following courses and distances viz: 3) S 69° 25' 52" E - 18.00 feet to a point #10 as shown on hereimentioned plat and thence 4) N 20° 34' 08" E - 110.00 feet to the place of beginning.

containing 1980 square feet of land more or less.

Being a part of the land described by deed dated September 30, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy.

July 2, 1984

EXHIBIT "B"

PAGE 3 OF 5



D.R.S. & ASSOCIATES

210 PENNSYLVANIA AVE.. WESTMINSTER. MD 21157

Description of Parcel "D" Common Open Space,
Plat "A", Section One, "Robert's Field"

containing 0.9508 acres portion of the Martin K.P. Hill and Jack Reedy property, on the east side of Maryland Route #30, (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at the distance of 15.36 feet from an iron bolt at the end of the 4-th or S 58° 12' 40" W - 102.41 foot line of the land which by deed dated May 1, 1974 and recorded among the Land Records of Carroll County in Liber C.C.C. 568 folio 329 was conveyed by the Bedford Holding Company to Hampstead Joint Venture, said place of beginning being also situated at the end of 87.87 feet on the 4-th or S 58° 05' 39" W - 103.22 foot line of the land described in a deed dated September 30, 1980 and recorded among said Land Records in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy thence leaving said place of beginning and running with and binding on part of said 4-th line as now surveyed and referring all courses of this description to the Maryland State Grid system 1) N 58° 05' 39" E - 40.00 feet to a point, thence leaving said 4-th line and running with and binding on the outline of Parcel "D" Plat "A" Section One, "Robert's Field" recorded among the Land Records of Carroll County, in Plat Book 26, Page 65, the 12 following courses and distances, viz; 2) S 66° 54' 12" E - 335.14 feet to a point, thence 3) S 20° 34' 08" W - 202.24 feet to a point, thence 4) N 69° 25' 52" W - 18.00 feet to a point, thence 5) N 20° 34' 08" E - 110.00 feet to a point, thence 6) N 69° 25' 52" W - 182.00 feet to a point, thence 7) S 20° 34' 08" W - 110.00 feet to a point, thence 8) N 69° 25' 52" W - 18.00 feet to a point, thence 9) N 20° 34' 08" E - 110.00 feet to a point, thence 10) N 69° 25' 52" W - 137.00 feet to a point, thence 11) S 28° 52' 08" W - 110.14 feet to a point, thence by a line curving to the right in a north-westernly direction with the radius of 245.00 feet for the distance of 15.27 feet, the arc which is subtended by chord bearing 12) N 50° 28' 56" W - 15.27 feet to a point, thence 13) N 28° 52' 08" E - 171.22 feet to the place of beginning.

containing 0.9508 acres of land more or less.

Being a part of the land described by deed dated September 30, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy.

September 26, 1984

EXHIBIT "B"
PAGE 4 OF 5

EXHIBIT "B"
TO THE DECLARATION FOR
THE FIELDS HOMEOWNERS ASSOCIATION, INC.

"The open space areas as shown or to be shown on Plats of Robert's Field, recorded and to be subsequently recorded, are subject to the rights of the Town of Hampstead to enter upon and explore for well water sources for its municipal water system and to require the conveyance to it of as many well sites and adequate rights of way thereto as the Town deems necessary to supply its municipal water system."



D.R.S. & ASSOCIATES

210 PENNSYLVANIA AVE.. WESTMINSTER, MD 21157

DESCRIPTION

of 134.260 acres portion of Lawrence H. Roberts Jr. property, and the Martin K.P. Hill and Jack Reedy property, on the east side of Maryland Route #30 (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at an iron pipe heretofore set by others at the end of a line drawn S 29° 33' 23" W - 16.55 feet from a tacked stone marked "M.B." at the base of a 30" white oak tree heretofore set by others at the beginning of the whole tract of land called "Merrymans Beginning", said iron pipe being also situated at the end of the 17-th or S 46° 38' 17" E - 311.98 foot line of the land which by deed dated August 5, 1974 and recorded among the Land Records of Carroll County in Liber C.C.C. 575 folio 606 was conveyed by Elwood E. Swan to John T. Cole and Ruth Anna Cole, his wife, said place of beginning being also situated at the beginning of the 1-st parcel of the 1-st tract of land described in a deed dated January 28, 1972 and recorded among said Land Records in Liber C.C.C. 506 folio 190 was conveyed by James F. Offutt, Jr. to Lawrence H. Roberts, said place of beginning also being the beginning of land described in a deed dated September 30, 1980 and recorded in said Land Records in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy, thence leaving said place of beginning and running with and binding on the outline of "Robert's Field" as laid out and shown on Layout Plan of "Robert's Field" dated November 30, 1981, prepared by D.R.S. & Associates, said Plan being on file in the Town Office of Hampstead, as now surveyed and referring all courses of this description to the Maryland State Grid System the 37 following courses and distances, viz: 1) N 56° 09' 11" W - 311.91 feet to an iron bolt, thence 2) S 59° 31' 13" W - 553.85 feet to an iron pin, thence 3) S 60° 08' 30" W - 1035.27 feet to a point, thence 4) S 58° 05' 39" W - 103.22 feet to an iron bolt, thence 5) S 61° 30' 34" W - 962.59 feet to an iron bolt, thence 6) S 63° 29' 17" W - 66.24 feet to a tacked stone, thence 7) S 19° 58' 08" E - 168.44 feet to a tacked stone, thence 8) S 74° 34' 22" W 66.00 feet to a point, thence 9) S 8° 51' 38" E - 33.90 feet to a point, thence 10) S 17° 55' 08" E - 108.38 feet to a marble stone marked "X", thence 11) S 22° 55' 08" E - 96.00 feet to a point, thence 12) S 67° 04' 52" W - 146.00 feet to a point, thence 13) S 16° 43' 20" E - 1059.08 feet to a point, thence 14) S 43° 17' 00" E - 308.88

EXHIBIT "C"
PAGE 1 OF 6



D.R.S. & ASSOCIATES

feet to a point, thence by a line curving to the right in a southeasterly direction with the radius of 1548.50 feet for the distance of 333.21 feet the arc which is subtended by a chord bearing 15) S 37° 07' 08" E - 332.57 feet to a point, thence 16) N 51° 20' 00" E - 733.74 feet to a point, thence 17) S 38° 40' 00" E - 10.00 feet to a point, thence 18) S 51° 20' 00" W - 189.44 feet to a point, thence 19) S 38° 40' 00" E - 133.50 feet to a point, thence 20) N 50° 24' 19" E - 152.44 feet to a point, thence 21) N 19° 42' 18" E - 527.91 feet to a point, thence 22) N 47° 21' 12" E - 103.33 feet to a point, thence 23) N 76° 05' 32" E - 108.17 feet to a point, thence 24) S 24° 15' 28" E - 23.59 feet to a point, thence 25) N 68° 56' 06" E - 160.00 feet to a point, thence 26) N 21° 03' 55" W - 101.14 feet to a point, thence 27) N 13° 28' 21" W - 50.00 feet to a point, thence 28) N 2° 00' 56" W - 341.21 feet to a point, thence 29) N 89° 02' 21" E - 626.09 feet to a point, thence 30) N 82° 57' 43" E - 81.62 feet to a point, thence 31) N 62° 13' 21" E - 132.76 feet to a point, thence 32) S 28° 23' 28" E - 432.59 feet to a point, thence 33) N 70° 13' 02" E - 548.63 feet to a point, thence 34) N 11° 46' 58" W - 1431.13 feet to a point, thence 35) N 44° 41' 25" E - 145.57 feet to a point, thence 36) N 44° 04' 35" W - 227.13 feet to a point, and thence 37) N 65° 49' 48" W - 338.49 feet to the place of beginning.

containing 134.260 acres of land more or less.

Being all of the land described by deed dated September 30, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy and being also part of the land which by deed dated November 21, 1970 and recorded among said Land Records in Liber C.C.C. 479 folio 519 was conveyed by Evelyn G. DeBaugh to Lawrence H. Roberts, Jr..

July 12, 1984

SAVING AND EXCEPTING:

Exhibits "A" and "B" attached hereto and the following 2 parcels being pages 3 through 6 of this Exhibit "C" attached hereto.

EXHIBIT "C"
PAGE 2 of 6

**D.R.S. & ASSOCIATES**

210 PENNSYLVANIA AVE., WESTMINSTER, MD 21157

DESCRIPTION

of 26.0257 acres portion of the Martin K.P. Hill and Jack Reedy property, on the east side of Maryland Route #30 (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County Maryland.

Beginning for the same at a point formed by the intersection of the north east right of way line of the Western Maryland railway as laid out and shown on plat of the Lawrence H. Roberts property, dated June 26, 1973, prepared by C.A. Myers, Surveyor, and the north east right of way line of Maryland Route #30 (Hanover Pike), thence leaving said place of beginning and running with and binding on the north east right of way line of said Maryland Route #30 as now surveyed and referring all courses of this description to the Maryland State Grid Meridian 1) N 16° 43' 20" W - 724.55 feet to a point, thence leaving said right of way line and running for new lines of division through the land described in a deed dated September 30, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy, the 12 following courses and distances, viz: by a line curving to the right in a northeasternly direction with the radius of 21.00 feet for a distance of 32.21 feet, the arc which is subtended by a chord bearing 2) N 27° 12' 56" E - 29.14 feet, to a point, thence by a line curving to the left in a northeasternly direction with the radius of 545.50 feet for the distance of 111.26 feet, the arc which is subtended by a chord bearing 3) N 65° 18' 37" E - 111.07 feet, thence 4) N 59° 23' 01" E - 397.53 feet to a point, thence by a line curving to the right in a southeasternly direction with the radius of 29.00 feet for a distance of 45.55 feet, the arc which is subtended by a chord bearing 5) S 75° 31' 59" E - 41.01 feet to a point, thence 6) S 30° 31' 59" E - 30.50 feet to a point, thence 7) N 59° 28' 01" E - 202.33 feet to a point, thence 8) N 67° 39' 55" E 108.37 feet to a point, thence 9) N 77° 28' 13" E - 178.25 feet to a point, thence 10) N 89° 07' 07" E - 65.01 feet to a point, thence 11) S 01° 54' 10" E 301.17 feet to a point, thence 12) S 32° 44' 07" E - 149.79 feet to a point, and thence 13) S 04° 09' 35" E - 110.29 feet to a point, running thence for another new line of division in part through the land described in said deed and in part through land described in a deed dated November 21, 1970 and recorded among said Land Records in Liber C.C.C. 479 folio 519 was conveyed by



D.R.S. & ASSOCIATES

Evelyn G. DeBaugh to Lawrence H. Roberts, Jr., in all, 14) S 41° 07' 43" E - 94.26 feet, running thence for more new lines of division through the land described in the last mentioned deed the 3 following courses and distances viz: 15) S 19° 18' 06" W - 459.85 feet to a point, thence running 16) S 35° 21' 18" W - 79.22 feet to a point and thence running 17) S 51° 20' 00" W - 585.00 feet to a point on the north east right of way line of the Western Maryland railroad as laid out and shown on aforementioned plat, running thence with and binding on said north east right of way line the 2 following courses and distances, viz: by a line curving to the left in a northwesternly direction with the radius of 1548.50 feet for the distance of 222.41 feet the arc which is subtended by a chord bearing 18) N 38° 02' 19" W - 222.22 feet to a point and thence 19) N 43° 17' 00" W - 308.88 feet to the place of beginning.

containing 26.0257 acres of land more or less.

Being a part of the land described in a deed dated September 30, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy, and being also part of the land described in a deed dated November 21, 1970 and recorded among said Land Records in Liber C.C.C. 479 folio 519 was conveyed by Evelyn G. DeBaugh to Lawrence H. Roberts, Jr.

July 9, 1984

EXHIBIT "C"

PAGE 4 OF 6



D.R.S. & ASSOCIATES

210 PENNSYLVANIA AVE., WESTMINSTER, MD 21157

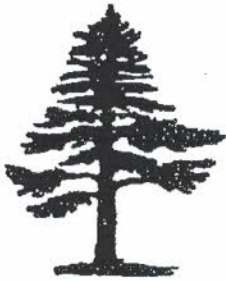
DESCRIPTION

of 2.8620 acres portion of the Martin K.P. HILL and Jack Reedy property, on the east side of Maryland Route #30 (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at a point on the north east right of way line of Maryland Route #30, at the distance of 35.65 feet from the end of the 4-th or S 75° 51' 36" W - 181.50 foot line of the Land which by deed dated October 1, 1976 and recorded among the Land Records of Carroll County in Liber C.C.C. 640 folio 758, was conveyed by Myrtle A. Wagner and George Raines to James E. McCreary and S. Frances McCreary, his wife, said place of beginning being also situated at the distance of 35.65 feet from the end of the 12-th or S 67° 04' 52" W - 253.00 foot line erroneously described in a deed dated September 30, 1984, and recorded among said Land Records in Liber L.W.S. 774 folio 732, was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy as now surveyed and referring all courses of this description to the Maryland State Grid System, thence leaving said place of beginning and running with and binding reversely on the remaining portion of said 12-th line, 1) N 67° 04' 52" E - 146.00 feet to a point, thence leaving said 12-th line and running for new lines of division through the land described in the last mentioned deed, the 6 following courses and distances, viz: 2) N 59° 42' 38" E - 366.90 feet to a point, thence 3) S 30° 31' 59" E - 210.84 feet to a point, thence by a line curving to the right in a southwesternly direction with the radius of 29.00 feet for the distance of 45.55 feet, the arc which is subtended by a chord bearing 4) S 14° 28' 01" W - 41.01 feet, to a point, thence 5) S 59° 28' 01" W - 397.53 feet to a point, thence running by a line curving to the right in a southwesternly direction with the radius of 485.50 feet, for the distance of 95.07 feet, the arc which is subtended by a chord bearing 6) S 65° 04' 37" W - 94.92 feet to a point, and thence by a line curving to the right in a northwesternly direction with the radius of 21.00 feet for the distance of 33.94 feet, the arc which is subtended by a chord bearing 7) N 63° 01' 04" W - 30.36 feet to a point on the north east right of way line of said Maryland Route #30, running thence with and binding on said right of way line 8) N 16° 43' 20" W - 232.45 feet to the place of beginning.

Exhibit "e"

Page 5 of 6



Page Two

D.R.S. & ASSOCIATES

containing 2.8620 acres of land more or less.

Being a part of the land described by deed dated September 30, 1980 and recorded among the Land Records of Carroll County Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy

July 9, 1984

EXHIBIT "C"

PAGE 6 OF 6

THE FIELDS HOMEOWNERS ASSOCIATION, INC.Section 7

Copies of the enacted Articles of Incorporation and By-Laws follow this sheet.

MHM: 8/8/84
WBDI: A/I

ARTICLES OF INCORPORATION

BOOK 26 PAGE 574 OF

002915

The Fields Homeowners' Association, Inc.
ASSOCIATIONIn compliance with the requirements of the Corporation and Associations (reference to statute underArticle of the Annotated Code of Maryland, the undersigned, all of whom are
which incorporation is sought)residents of the State of Maryland and all of whom
are of full age, have this day voluntarily associated themselves together for the
purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is The Fields Homeowners' Association, Inc.
hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 4219 Hanover Pike,
Manchester, Maryland 21102

ARTICLE III

Michael H. Mannes, whose address is
9 West Mulberry Street, Baltimore, Maryland 21201, is hereby appointed
the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members
thereof, and the specific purposes for which it is formed are to provide for
maintenance, preservation and architectural control of the residence Lots and Common
Area within that certain tract of property described as:THE FOLLOWING DESCRIBED PARCEL OF LAND: (See attached Pages 2 and 3)



D.R.S. & ASSOCIATES

210 PENNSYLVANIA AVE.. WESTMINSTER, MD 21157

DESCRIPTION

of 134.260 acres portion of Lawrence H. Roberts Jr. property, and the Martin K.P. Hill and Jack Reedy property, on the east side of Maryland Route #30 (Hanover Pike), in the town of Hampstead, in the 8-th Election District of Carroll County, Maryland.

Beginning for the same at an iron pipe heretofore set by others at the end of a line drawn S 29° 33' 23" W - 16.55 feet from a tacked stone marked "M.B." at the base of a 30" white oak tree heretofore set by others at the beginning of the whole tract of land called "Merrymans Beginning", said iron pipe being also situated at the end of the 17-th or S 46° 38' 17" E - 311.98 foot line of the land which by deed dated August 5, 1974 and recorded among the Land Records of Carroll County in Liber C.C.C. 575 folio 606 was conveyed by Elwood E. Swam to John T. Cole and Ruth Anna Cole, his wife, said place of beginning being also situated at the beginning of the 1-st parcel of the 1-st tract of land described in a deed dated January 28, 1972 and recorded among said Land Records in Liber C.C.C. 506 folio 190 was conveyed by James F. Offutt, Jr. to Lawrence H. Roberts, said place of beginning also being the beginning of land described in a deed dated September 30, 1980 and recorded in said Land Records in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy, thence leaving said place of beginning and running with and binding on the outline of "Robert's Field" as laid out and shown on Layout Plan of "Robert's Field" dated November 30, 1981, prepared by D.R.S. & Associates, said Plan being on file in the Town Office of Hampstead, as now surveyed and referring all courses of this description to the Maryland State Grid System the 37 following courses and distances, viz: 1) N 56° 09' 11" W - 311.91 feet to an iron bolt, thence 2) S 59° 31' 13" W - 553.85 feet to an iron pin, thence 3) S 60° 08' 30" W - 1035.27 feet to a point, thence 4) S 58° 05' 39" W - 103.22 feet to an iron bolt, thence 5) S 61° 30' 34" W - 962.59 feet to an iron bolt, thence 6) S 63° 29' 17" W - 66.24 feet to a tacked stone, thence 7) S 19° 58' 08" E - 168.44 feet to a tacked stone, thence 8) S 74° 34' 22" W 66.00 feet to a point, thence 9) S 8° 51' 38" E - 33.90 feet to a point, thence 10) S 17° 55' 08" E - 108.38 feet to a marble stone marked "X", thence 11) S 22° 55' 08" E - 96.00 feet to a point, thence 12) S 67° 04' 52" W - 146.00 feet to a point, thence 13) S 16° 43' 20" E - 1059.08 feet to a point, thence 14) S 43° 17' 00" E - 308.88



feet to a point, thence by a line curving to the right in a southeasterly direction with the radius of 1548.50 feet for the distance of 333.21 feet the arc which is subtended by a chord bearing 15) S 37° 07' 08" E - 332.57 feet to a point, thence 16) N 51° 20' 00" E - 733.74 feet to a point, thence 17) S 38° 40' 00" E - 10.00 feet to a point, thence 18) S 51° 20' 00" W - 189.44 feet to a point, thence 19) S 38° 40' 00" E - 133.50 feet to a point, thence 20) N 50° 24' 19" E - 152.44 feet to a point, thence 21) N 19° 42' 18" E - 527.91 feet to a point, thence 22) N 47° 21' 12" E - 103.33 feet to a point, thence 23) N 76° 05' 32" E - 108.17 feet to a point, thence 24) S 24° 15' 28" E - 23.59 feet to a point, thence 25) N 68° 56' 06" E - 160.00 feet to a point, thence 26) N 21° 03' 55" W - 101.14 feet to a point, thence 27) N 13° 28' 21" W - 50.00 feet to a point, thence 28) N 2° 00' 56" W - 341.21 feet to a point, thence 29) N 89° 02' 21" E - 626.09 feet to a point, thence 30) N 82° 57' 43" E - 81.62 feet to a point, thence 31) N 62° 13' 21" E - 132.76 feet to a point, thence 32) S 28° 23' 28" E - 432.59 feet to a point, thence 33) N 70° 13' 02" E - 548.63 feet to a point, thence 34) N 11° 46' 58" W - 1431.13 feet to a point, thence 35) N 44° 41' 25" E - 145.57 feet to a point, thence 36) N 44° 04' 35" W - 227.13 feet to a point, and thence 37) N 65° 49' 48" W - 338.49 feet to the place of beginning.

containing 134.260 acres of land more or less.

Being all of the land described by deed dated September 30, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. 774 folio 732 was conveyed by Lawrence H. Roberts to Martin K.P. Hill and Jack Reedy and being also part of the land which by deed dated November 21, 1970 and recorded among said Land Records in Liber C.C.C. 479 folio 519 was conveyed by Evelyn G. DeBaugh to Lawrence H. Roberts, Jr..

July 12, 1984

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose 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 that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Land Records of Carroll County, Maryland and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, 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 business 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;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in 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 for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members,

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as 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 (as defined in the Declaration), and shall be entitled to three (3) 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 December 31, 19 90.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME

Joan Wissman

J. Barry Munroe

Kathleen Taylor

ADDRESS4219 Hanover Pike
Manchester, Maryland 211024219 Hanover Pike
Manchester, Maryland 211024219 Hanover Pike
Manchester, Maryland 21102

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

Pursuant to Section 5-202(a) of the Corporations and Associations Article of the Annotated Code of Maryland, this Association has no authority to issue capital stock.

ITEM 3 Schedule of Board of Directors.

1. ERIC G. Kron - Supervisor of Construction CO, Graystone Corp.
Box 70 White Hall, MD 21161
Board of Directors.
2. Michael T. Oles - Electrical Engineer - Bluementhal Kahn
10233 South Delfield Rd, BALT., MD 21117
Board of Directors
3. Christopher V. Totis - Air Traffic Controller - BWI Airport
Baltimore, MD.
Board of Directors.
4. Thomas P. Abbott - Training Director - Board Walk Trics.
8307 main ST., ELlicott City, MD 2109
Board of Directors - President.
5. Megan A. Rock - Marketing Director - Jiffy Lube Inc
6000 Metro Dr. BALTIMORE, MD 21215
Board of Directors - Vice-President

*

Item 4 Schedule of Officers - Not on Board of Directors

1. Linda E. Oles - Secretary
830 Creel DR. Hampstead, Md.
21074

2. Matthew J. Grice - Treasurer
820 Century ST. Hampstead,
Md. 21074.

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 13th day of August, 1984.

Michael H. Mannes

Michael H. Mannes
9 West Mulberry Street, Baltimore, MD 21201

Bruce D. Brown

Bruce D. Brown
9 West Mulberry Street, Baltimore, MD 21201

Tammy Sennett

Tammy Sennett
9 West Mulberry Street, Baltimore, MD 21201

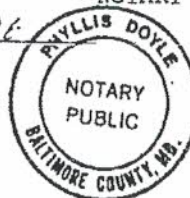
STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 13th day of August, 1984 before me, the subscriber, a Notary Public of the State of Maryland, County of Baltimore, personally appeared Michael H. Mannes, Bruce D. Brown, and Tammy Sennett, and they acknowledged the foregoing Articles of Incorporation to be their act.

WITNESS my hand and Notarial Seal the day and year first above written.

My Commission Expires: 7/1/86

Phyllis Doyle
NOTARY PUBLIC



BOOK 01 PAGE 596

BOOK 26 PAGE 581

ARTICLES OF INCORPORATION
OF
THE FIELDS HOMEOWNERS' ASSOCIATION, INC.

APR 12 4 21 PM '85

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 27, 1984 AT 01:24 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2688, F0002914 OF THE RECORDS OF THE STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:

\$ 20

RECORDING FEE PAID:

\$ 24

SPECIAL FEE PAID:

\$

D1846146

CARROLL
TO THE CLERK OF THE CIRCUIT COURT OF

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

AS WITNESS MY HAND AND SEAL OF THE DEPARTMENT AT BALTIMORE.



A 169102

The Fields Homeowners Association, Inc.
ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is The Fields Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4219 Hanover Pike, Manchester, Maryland 21102 but meetings of members and directors may be held at such places within the State of Maryland, County of Carroll, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Fields Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Woodhaven Building and Development, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of The Land Records of Carroll County, Maryland.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

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 on the same day of the same month of each year thereafter, at the hour of seven (7) o'clock, P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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 entitled to vote one-fourth ($\frac{1}{4}$) of all of the votes of the Class A 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 such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth ($\frac{1}{10}$) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have 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. At the first annual meeting the members shall elect one (1) director for a term of one year, one director for a term of two years and one (1) director for a term of three years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a 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 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 members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each 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. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members 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 monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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 present 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 power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, 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 right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for 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 membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept 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 statement is requested in writing by one-fourth ($\frac{1}{4}$) of the Class A members who are entitled to vote;

(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 at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally, obligated to pay the same.

(d) issue, or to 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 a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(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;

(g) cause the Common Area to be maintained, including maintenance, repairs, and replacement of street landscaping, a lake, piers, and a Pavillion; tot lots; basketball court; a pond; open space; tennis courts; and establish a reserve fund for such replacement.

4-176

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 20th day of August, 1984, before me, the subscriber, a Notary Public of the State of Maryland in and for the aforesaid County, personally appeared J. Barry Monroe, Kathleen Taylor and Joan Wissman and they acknowledged the foregoing By-Laws to be the Corporate act and deed.

WITNESS my hand and Notarial Seal the day and year first above written.

Ellen Thuring
NOTARY PUBLIC

My Commission Expires: 7-1-86

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the The Fields Homeowners' Association, Inc., a Maryland corporation, and,

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 20th day of August, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 20th day of August, 1984.

Joan G. Wissman
SECRETARY

RECORDING FEE	50.00
TOTAL	50.00
Rest CR62	Rcpt # 47774
LNS CHC	BLK # 4769
Apr 29, 2005	03:41 PM

RCVD 06 APR 29 '05 15:49

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 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 giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such 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 such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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 shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; 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 shall 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 shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall 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.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

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 By-Laws 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

Section 1.

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 2. The Association shall establish and maintain a reserve fund for replacement of street landscaping; a lake, piers, and a Pavillion; tot lots; a basketball court; a pond; open space; tennis courts; by the allocation and payment quarterly to such reserve fund of an amount designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense. Such funds shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America, Maryland Savings Share Insurance Corporation, or may, in the discretion of the Board of Directors, be invested in obligations of, or be fully guaranteed as to principal by, the United States of America, states, municipalities, or countries. The reserve for replacements may be expended only for the purpose of effecting the replacement of the items listed in this Section 2 of Article XI. The amounts required to be allocated to the reserve for replacements may be reduced, by appropriate resolution of the Board of Directors, upon the accumulation in such reserve fund of a sum sufficient to replace the items listed herein; which sum shall be within the sound discretion of the Board of Directors. The proportionate interest of any Owner in any reserve for replacements shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned, transferred or otherwise separated from the lot to which is appertains, and shall be deemed to be transferred with such lot.

CORPORATE SEAL

ARTICLE XIII

ARTICLE XIV

Joan E. Wissman

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 20th day of August, 1984, before me, the subscriber, a Notary Public of the State of Maryland in and for the aforesaid County, personally appeared J. Barry Monroe, Kathleen Taylor and Joan Wissman and they acknowledged the foregoing By-Laws to be the Corporate act and deed.

WITNESS my hand and Notarial Seal the day and year first above written.

My Commission Expires: 7-1-86

Ellen Thuring
NOTARY PUBLIC

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the The Fields Homeowners' Association, Inc., a Maryland corporation, and,

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 20th day of August, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 20th day of August, 1984.

Joan E. Wissman
SECRETARY

THE FIELDS HOMEOWNERS ASSOCIATION, INC.Section 8

The criteria for membership in The Fields Homeowners Association, Inc. is set forth in Article III of the Declaration and Article V of the Articles of Incorporation.

Section 9

I. The Fields Homeowners Association, Inc. is the owner of, and is responsible for the maintenance of the common areas and facilities referred to in Section 3 of this Disclosure Statement.

II. The common areas and recreational facilities shown on the subdivision plats (see Section 3) are or will be constructed by the Declarant or Vendor subject to bonding or other assurances made to Carroll County, Maryland (a public authority).

III. The streets are or will be constructed according to Town of Hampstead specifications applicable to dedicated streets and roadways.

All other parking areas are or will be common areas of the Association and not subject to local government specifications.

THE FIELDS HOMEOWNERS ASSOCIATION, INC.Section 10

A copy of the proposed or actual 1987 annual operating budget and a copy of the projected budget of the Association, as fully expanded, follow this sheet. There is a Reserve Fund for Replacement.

The estimates provided in the operating budget are for one (1) full year of operation (1987 Dollars) and are not intended to be and should not be construed as representations, guarantees, or warranties in any manner whatsoever. Actual costs are likely to increase in subsequent years due to normal inflationary factors and/or changes made by the Association's Board of Directors in the assumed levels of service. The estimates were developed to serve as an initial estimate of operating costs and should not be considered as any assurance that any subsequent year of operation will match these estimates. No provision has been made in this budget for Federal or State income taxes.

The Field's Homeowners Association

P.O. Box 409
Hampstead, Maryland 21074PROJECTED OPERATING BUDGET
YEAR ENDING DECEMBER 31, 1989

ASSETS MAY 15, 1989

FIRST NATIONAL ACCOUNTS-

CHECKING	\$ 8,000.70
SAVINGS	1,008.32
CD'S	33,000.00

F & M BANK ACCOUNTS

SAVINGS	10,190.03
CD	5,925.97
	<hr/>
	\$58,125.02

PROJECTED ADDITIONAL REVENUES

OUTSTANDING 1989 ASSESSMENTS	\$ 998.96
ASSESSMENTS OF BUILDER OWNED LOTS	2,500.00
	<hr/>
	\$ 3,498.96

TOTAL ASSETS AND REVENUES 1989 - *PASSED* \$61,623.98
Intact

BUDGETED EXPENSES - 1989

OFFICE SUPPLIES	\$ 500.00
ACCOUNTING	1,000.00
INSURANCE	2,000.00
PICNIC	3,000.00
MOWING	9,000.00
TAXES	600.00
MEETINGS	500.00
LANDSCAPING	3,000.00
HALLOWEEN PARTY	200.00
SANTA	400.00
COMPUTER	1,500.00
LEGAL FEES	1,500.00
	<hr/>
	\$23,200.00

SURPLUS

\$38,423.98

Annual Meeting May 17, 1989.

THE FIELDS HOMEOWNERS ASSOCIATION, INC.Section 11

There are no contracts to which the Association will be a party following closing, except as listed below.

1. Insurance Contract - Actual

Copies of all contracts, proposed or existing, are available to all Owners and Contract Purchasers at the Sales Office.

THE FIELDS HOMEOWNERS ASSOCIATION, INC.Section 12

All covenants, conditions, easements and restrictions imposed upon or enforceable against owners of lots are contained within the Declaration (see Section 6 of this Disclosure Statement).

Section 13

I. The current or anticipated monthly assessment to be paid by all owners within the Association is Ten Dollars (\$10.00).

II. The assessments shall be used for those purposes contained within Article IV, Section 2 of the Declaration.

III. The Declarant's obligation to pay assessments is set forth in Article IV, Section 1 of the Declaration.

Section 14

The Declaration does not impose any mandatory requirement upon owners of lots pertaining to the maintenance of fire or other insurance upon improvements constructed upon their lots. The Association has an insurance policy upon the common areas as set forth in Section 11, but that coverage does not extend to individual lots.

THE FIELDS HOMEOWNERS ASSOCIATION, INC.Section 19

There is no additional sum, except for the balance of the annual Association assessment, collected from each purchaser of a lot at time of settlement.

Section 20

In addition to the implied warranties contained within Sections 10-203 and 11B-109 of the Real Property Article, Annotated Code of Maryland, the Declarant is or will be issuing express warranties as contained in the attached Warranty Specimen.

THE FIELDS HOMEOWNERS ASSOCIATION, INC.Section 21

The Association and/or any owner shall be entitled to enforce the provisions of the Declaration and Rules in accordance with Article IX of the Declaration.

Section 22

All special rights or exemptions reserved by or for the benefit of the Declarant are contained within the Declaration of Covenants, Conditions, and Restrictions of the Association.

Section 23

The Association and/or all lot owners shall be responsible for maintaining or contributing to a fund for use or maintenance of the following off-site amenities not owned by the Association:

1. Storm water management facility, the per lot cost of which will be disclosed to all lot owners and contract purchasers upon completion and establishment of a Storm Water Maintenance Agreement.

Off-site amenities owned or operated by governmental entities and financed by taxes or any other governmental charges are not subject to this Disclosure Statement.

Section 24

Title insurance on the common areas will not be purchased for the Association by the Declarant or Vendor at Declarant or Vendor's expense.

GEORGE MISTER & ASSOCIATES, P.A.

Certified Public Accountants



THE FIELDS HOMEOWNERS' ASSOCIATION, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 1987

BOOK 01 PAGE 616

THE FIELDS HOMEOWNERS' ASSOCIATION, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 1987

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GEORGE MISTER & ASSOCIATES, P.A.

Certified Public Accountants
□

George K. Mister, Jr.

Joseph A. Scheiner

Henry A. Grandizio

Phone: (301) 661-0866

Suite 306, 1740 East Joppa Road

Baltimore, Maryland 21234

Board of Directors

The Fields Homeowners' Association, Inc.
Manchester, Maryland

We have examined the statements of assets and liabilities - cash basis of The Fields Homeowners' Association, Inc. as of December 31, 1987 and 1986 and the related statements of revenues, expenses and fund balances - cash basis for the years then ended. Our examination was made in accordance with generally accepted auditing standards, and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

As described in Note 1, it is the association's policy to prepare its financial statements on the basis of cash receipts and disbursements; consequently, certain revenue and related assets are recognized when received rather than when earned, and certain expenses are recognized when paid rather than when the obligation is incurred. Accordingly, the accompanying financial statements are not intended to present financial position and results of operations in conformity with generally accepted accounting principles.

In our opinion, the financial statements* referred to above present fairly the assets, liabilities and fund balances of The Fields Homeowners' Association, Inc. as of December 31, 1987 and 1986, and its revenues and expenses and changes in its fund balances for the years then ended, on the cash basis method of accounting as described in Note 1, which has been applied on a consistent basis.

George Mister & Associates, P.A.

George Mister & Associates, P.A.

April 27, 1988

THE FIELDS HOMEOWNERS' ASSOCIATION, INC.
 STATEMENTS OF ASSETS AND LIABILITIES - CASH BASIS
 DECEMBER 31, 1987 AND 1986

ASSETS

	<u>1987</u>	<u>1986</u>
CURRENT ASSETS		
Cash - Checking	\$ 1,424	\$ 5,332
Cash - Savings	<u>17,573</u>	<u>5,160</u>
Total Assets	\$18,997 =====	\$10,492 =====

LIABILITIES AND FUND BALANCES

LIABILITIES

Income Taxes Payable	\$ 339	\$ 120
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FUND BALANCES

Operating	16,358	10,372
Replacement Reserve	<u>2,300</u>	<u>-</u>
Total	<u>18,658</u>	<u>10,372</u>
Total Liabilities and Fund Balances	\$18,997 =====	\$10,492 =====

See accountants' audit report and accompanying notes which are an integral part of these financial statements.

THE FIELDS HOMEOWNERS' ASSOCIATION, INC.
 STATEMENTS OF REVENUES, EXPENSES AND FUND BALANCES - CASH BASIS
 YEARS ENDED DECEMBER 31, 1987 AND 1986

	<u>1987</u>	<u>1986</u>
REVENUES		
Income Assessments	\$11,393	\$ 9,737
Interest and Other Income	<u>1,018</u>	<u>466</u>
Total	<u>12,411</u>	<u>10,203</u>
EXPENDITURES		
Accounting	625	-
Office Supplies	-	30
Insurance	75	75
Miscellaneous	34	-
Picnic Expense	342	171
Taxes	8	8
Rent	-	10
Mowing	<u>2,702</u>	<u>649</u>
Total	<u>3,786</u>	<u>943</u>
INCOME BEFORE TAXES	8,625	9,260
PROVISION FOR INCOME TAXES	<u>339</u>	<u>120</u>
NET INCOME	8,286	9,140
OPERATING FUND BALANCE - BEGINNING	10,372	1,232
LESS: TRANSFER TO REPLACEMENT RESERVES	<u>2,300</u>	<u>-</u>
OPERATING FUND BALANCE - ENDING	\$16,358 =====	\$10,372 =====

See accountants' audit report and accompanying notes which are an integral part of these financial statements.

THE FIELDS HOMEOWNERS' ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 1987

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Entity

The Fields Homeowners' Association, Inc., organized in 1984, is an association of homeowners located in Manchester, Maryland. It exists for the private benefit of its members, having as its purpose the general upkeep and maintenance of the common areas.

Accounting Principles

The entity's policy is to prepare its financial statements on the cash method of accounting; consequently, certain revenues are recognized when received rather than when earned, and certain expenses and purchases of assets are recognized when cash is disbursed rather than when the obligation is incurred.

Income Taxes

Under the provision of the Internal Revenue Code, as amended by the Tax Reform Act of 1976, the Association is exempt from income tax on that income which is directly attributable to the operation of the association. Any income not directly attributable to operations, however, is subject to income tax. The income tax liability attributable to non-operating income for 1987 and 1986 was \$339 and \$120, respectively.

Replacement Reserves

Pursuant to Article XI, Section 2 of the By-Laws of the Association, the Board of Directors have established a replacement reserve fund. Deposits to this account are made at the discretion of the Board of Directors, and are held specifically for the future replacement of designated common area elements owned and maintained by the Association.

Scheiner, Mister & Grandizio, P.A.

Certified Public Accountants



THE FIELDS HOMEOWNERS' ASSOCIATION, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 1988

THE FIELDS HOMEOWNERS' ASSOCIATION, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 1988

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Scheiner, Mister & Grandizio, P.A.

Certified Public Accountants
□1740 E. Joppa Road, Suite 306
Baltimore, Maryland 21234Telephone: (301) 661-0866
FAX: (301) 882-6976

Board of Directors
The Fields Homeowners' Association, Inc.
Manchester, Maryland

We have examined the statements of assets and liabilities - cash basis of The Fields Homeowners' Association, Inc. as of December 31, 1988 and 1987 and the related statements of revenues, expenses and fund balances - cash basis for the years then ended. Our examination was made in accordance with generally accepted auditing standards, and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

As described in Note 1, it is the association's policy to prepare its financial statements on the basis of cash receipts and disbursements; consequently, certain revenue and related assets are recognized when received rather than when earned, and certain expenses are recognized when paid rather than when the obligation is incurred. Accordingly, the accompanying financial statements are not intended to present financial position and results of operations in conformity with generally accepted accounting principles.

In our opinion, the financial statements referred to above present fairly the assets, liabilities and fund balances of The Fields Homeowners' Association, Inc. as of December 31, 1988 and 1987, and its revenues and expenses and changes in its fund balances for the years then ended, on the cash basis method of accounting as described in Note 1, which has been applied on a consistent basis.

Scheiner, Mister & Grandizio, P.A.
Scheiner, Mister & Grandizio, P.A.

March 9, 1989

THE FIELDS HOMEOWNERS' ASSOCIATION, INC.
 STATEMENTS OF ASSETS AND LIABILITIES - CASH BASIS
 DECEMBER 31, 1988 AND 1987

ASSETS

	<u>1988</u>	<u>1987</u>
CURRENT ASSETS		
Cash - Checking	\$ 3,299	\$ 1,424
Cash - Savings	<u>31,116</u>	<u>17,573</u>
Total Assets	<u>\$34,415</u>	<u>\$18,997</u>

LIABILITIES AND FUND BALANCES

LIABILITIES

Income Taxes Payable	\$ 87	\$ 339
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FUND BALANCES

Operating	32,028	16,358
Replacement Reserve	<u>2,300</u>	<u>2,300</u>
Total	<u>34,328</u>	<u>18,658</u>
Total Liabilities and Fund Balances	<u>\$34,415</u>	<u>\$18,997</u>

See accountants' audit report and accompanying notes which are an integral part of these financial statements.

STATEMENTS OF REVENUES, EXPENSES AND FUND BALANCES - CASH BASIS
YEARS ENDED DECEMBER 31, 1988 AND 1987

	<u>1988</u>	<u>1987</u>
REVENUES		
Income Assessments	\$21,690	\$11,393
Interest and Other Income	<u>1,393</u>	<u>1,018</u>
Total	<u>23,083</u>	<u>12,411</u>
EXPENDITURES		
Accounting	635	625
Office Supplies	323	-
Insurance	100	75
Miscellaneous	341	34
Picnic Expense	2,572	342
Taxes	76	8
Mowing	<u>2,940</u>	<u>2,702</u>
Total	<u>6,987</u>	<u>3,786</u>
INCOME BEFORE TAXES	16,096	8,625
PROVISION FOR INCOME TAXES	<u>426</u>	<u>339</u>
NET INCOME	15,670	8,286
OPERATING FUND BALANCE - BEGINNING	16,358	10,372
LESS: TRANSFER TO REPLACEMENT RESERVES	<u>-</u>	<u>2,300</u>
OPERATING FUND BALANCE - ENDING	<u>\$32,028</u>	<u>\$16,358</u>

See accountants' audit report and accompanying notes which are an integral part of these financial statements.

THE FIELDS HOMEOWNERS' ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 1988

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

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The Fields Homeowners' Association, Inc., organized in 1984, is an association of homeowners located in Manchester, Maryland. It exists for the private benefit of its members, having as its purpose the general upkeep and maintenance of the common areas.

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Income Taxes

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Replacement Reserves

Pursuant to Article XI, Section 2 of the By-Laws of the Association, the Board of Directors have established a replacement reserve fund. Deposits to this account are made at the discretion of the Board of Directors, and are held specifically for the future replacement of designated common area elements owned and maintained by the Association.

LARRY W. SHIPLEY
CLERK

Cem

JUL 11 12 07 PM '89

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

FIELDS HOMEOWNERS ASSOCIATION, INC.

SUPPLEMENTAL ARCHITECTURAL STANDARDS

rev. 8/96

I) GENERAL (applies to all construction)

Construction shall follow Town of Hampstead and Carroll County standards. Improvements made without written acceptance of the Board or Architectural Review Committee are considered not approved and not in compliance with the community standards. Submissions to the Board which do not receive written acceptance within 30 days may be considered accepted (The homeowner is responsible for proof of submission). Improvements not in compliance with the Association standards may be subject to removal or modification with all associated costs being charged to the homeowner. Waivers or exceptions granted by the Board of these standards does not constitute exclusion from other standards. Waivers and exceptions may be granted on a case-by-case basis when requested in writing and supported with sufficient justification. These standards and restrictions may be changed periodically by the Board without written notice as provided by the Covenants and By-Laws.

II) FENCES (barriers, walls, screens)

Solid fences shall not exceed 66"; open lattice, opposite board on board, or other open type fences may extend to 72". Privacy fences shall not extend more than 8' rearward of the back building line and shall be limited to 8' in height. The height of the fence includes all posts and supports. Fence styles allowed are picket, split-rail, board-and-post, alternating board-on-board. Fences shall be constructed of treated or natural wood. Treated wood fences can be unfinished, or finished with wood-color stains. Natural wood fences shall be treated with wood-color stains. Painted fences shall not be constructed. Fence construction shall not extend farther forward than 3/4 of the depth of the building from the rear building line. Wire back-up, when used, shall not extend higher than the wood structure of the fence and shall be of galvanized or green or brown vinyl-coated wire. Decorative fences of a single 8' section or single post with rails extending downward to the ground shall be allowed in front and side yards. Retaining walls shall be coordinated with water run-off and existing structures.

III) DECKS (porches, patios, platforms, sidewalks)

Decks shall be constructed of natural or treated wood. Decks shall not extend farther forward than 3/4 of the depth of the building from the rear building line, except for a deck walkway not wider than 5'. Decks shall not be constructed higher than the first floor level or a maximum of 9' above grade at the building. Deck railing height shall not exceed 42" in height except for the first 8' from the building which may be constructed as a privacy fence. Natural wood deck, rail, and support material shall be treated with wood-color stains. Treated wood deck, rail, and support material shall be unfinished or treated with wood-color stains.

IV) SHEDS (pavilions, sheds)

Free standing sheds shall be constructed of wood, finished in natural wood colors or painted to match the house. Sheds attached to the house shall be finished in siding matching the house. Free standing sheds shall be constructed rear of the back building line. Sheds attached to the house shall be erected not farther forward than 3/4 of the depth of the building from the rear building line. Sheds shall not be larger than 150 square feet in floor area and not taller in height than 10 feet. Sheds shall be set level and square to the house or property line.

V) ADDITIONS

Materials, style, quality and finish of additions shall match the existing house.

RECORDING FEE 50.00
TOTAL 50.00
Rest CR01 Rct 4 48308
LWS WRC Bk 2756
Oct 26, 1998 10:05 am

RETURN TO:

John T. Maguire, Esquire
189 East Main Street
Westminster, MD 21157

RECEIVED CIRCUIT COURT
CARROLL CO. MD
OCT 26 1998
A 10:13
JERRY W. SHIPLEY

**THE FIELDS HOMEOWNERS ASSOCIATION, INC.
SUPPLEMENTAL ARCHITECTURAL STANDARDS
(REVISED APRIL 2005)**

I) GENERAL (applies to all construction)

Construction shall follow Town of Hampstead and Carroll County standards. Improvements made without written acceptance of the Board or Architectural Review Committee are considered not approved and not in compliance with the community standards. Submissions to the Board which do not receive written acceptance within 30 days may be considered accepted. (The homeowner is responsible for proof of submission.) Improvements not in compliance with the Association standards may be subject to removal or modification with all associated costs being charged to the homeowner. Waivers or exceptions granted by the Board of these standards does not constitute exclusion from other standards. Waivers and exceptions may be granted on a case-by-case basis when requested in writing and supported with sufficient justification. These standards and restrictions may be changed periodically by the Board without written notice as provided by the Covenants and By-Laws.

II) FENCES (barriers, walls, screens)

Solid fences shall not exceed 66"; open lattice, opposite board on board, or other open type fences may extend to 72". Privacy fences shall not extend more than 8' rearward of the back building line and shall be limited to 8' in height. The height of the fence includes all posts and supports. Fence styles allowed are picket, split-rail, board-and-post, alternating board-on-board. Fences shall be constructed of treated or natural wood, or white vinyl. Treated wood fences can be unfinished, or finished with wood-color stains. Natural wood fences shall be treated with wood-color stains. **Painted fences shall not be constructed.** Fence construction shall not extend farther forward than 3/4 of the depth of the building from the rear building line. Wire back-up, when used, shall not extend higher than the wood structure of the fence and shall be of galvanized or green or brown vinyl-coated wire. Decorative fences of a single 8' section or single post with rails extending downward to the ground shall be allowed in front and side yards. Retaining walls shall be coordinated with water run-off and existing structures.

III) DECKS (porches, patios, platforms, sidewalks)

Decks shall be constructed of natural or treated wood. Decks shall not extend farther forward than 3/4 of the depth of the building from the rear building line, except for a deck walkway not wider than 5'. Decks shall not be constructed higher than the first floor level or a maximum of 9' above grade at the building. Deck railing height shall not exceed 42" in height except for the first 8' from the building which may be constructed as a privacy fence. Natural wood deck, rail, and support material shall be