

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, MADE this 30th day of November, 1982, by UNIVERSAL HOUSING AND DEVELOPMENT COMPANY, a Massachusetts Investment Trust, (hereinafter referred to as the "Declarant").

WHEREAS, the Declarant is the owner of certain property (hereinafter referred to as the "Premises"), located in Harford County, Maryland, which is more particularly described in Exhibit A, attached hereto and made a part hereof.

NOW, THEREFORE, the Declarant hereby declares that the Premises shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value, appearance, and desirability of, and which shall run with the real property and be binding on all parties having any right, title, interest in the described property or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

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

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

Section 2. Record Owner. "Record Owner" or "Owner" shall mean and refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a lot, either in his,

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

Section 3. Mortgage and Mortgagee. "Mortgage" shall mean and refer to and include a mortgage, deed of trust, or other conveyance in the nature of a mortgage; and "Mortgagee" shall mean and refer to and include the grantee named in a mortgage or other conveyance in the nature of a mortgage, the beneficiary or creditor secured by any deed of trust, and the heirs, personal representatives, successors and assigns of such grantee, beneficiary or creditor.

Section 4. Property. "Property" shall mean and refer to and include the Premises, together with the buildings and improvements thereupon erected, made or being, and all and every rights to the alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anywise appertaining, and such additions to such land, buildings, improvements, appurtenances and advantages as may hereafter be brought within the jurisdiction of the Association.

Section 5. Common Areas. "Common Areas" shall mean and refer to and include all real property (including the improvements thereto and easements therefor) owned by the Association for the common use and enjoyment of the Record Owners, including particularly, but not by way of limitation, walkways and recreational areas, storm water management facilities and other

facilities and other related installations in, on, under or over any land or easement area. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot are described as follows:

All of the land shown on the "Plat of Fairwind Farms," saving the Lots (as herein defined).

Section 6. Lot or Lots. "Lot" or "lots" shall mean and refer to and include one or more of the numbered subdivided parcels shown on the Plat of Fairwind Farms, with the exception of the Common Areas, as herein defined, and one or more of the lots shown on any recorded subdivision plat of all or any portion of the Remaining Property brought within the jurisdiction of the Association, with the exception of Common Areas therein.

Section 7. Plat of Fairwind Farms. "Plat of Fairwind Farms" shall mean and refer to and include the plats entitled, "Fairwind Farms - Section I", prepared by George W. Stephens, Jr. and Associates, Inc., dated _____ and recorded among the Land Records of Harford County, Maryland, in Plat Book, _____, Folio _____.

Section 8. Remaining Property "Remaining Property" shall mean and refer to and include: (a) all of the land and premises described in a deed from Claude Stanley Wildason and Katherine M. Wildason, his wife, to the Declarant dated June 14, 1973, and recorded in the Land Records of Harford County in Liber H.D.C. No. 929, Folio 78, and is attached hereto and made a part hereof as Exhibit "B", excluding therefrom the property shown on "The Plat of Fairwind Farms."

Section 9. Plot or Plots. "Plot" or "plots" shall mean and refer to and include property which may remain, from time to time, unsubdivided being all or any part of the Remaining Property, not including any lot or lots encompassed by the definition of such terms contained in paragraph 6 of this ARTICLE I.

Section 10. Declarant. "Declarant" shall mean and refer to Universal Housing and Development Company, 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, as created, be appurtenant to and shall pass with the title to every lot and every member of the Association shall have a right of enjoyment in the Common Area, subject to the following provisions:

(a) The right of the Association to levy annual and special assessments for the maintenance, care or improvement of the Common Area.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency 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 appropriate instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer shall have been recorded.

(c) The right of the Association to establish uniform rules, regulations and guidelines pertaining to the use of the Common Area.

(d) The right of the Declarant (and its sales agents, representatives and invitees) to the non-exclusive use of the Common Area for office, construction, display, sales and exhibit purposes, which right the Declarant hereby reserves; provided, however, that the aforesaid right of the Declarant shall terminate with respect to the Common Areas which are a part of the land described in Exhibit A upon the sale and settlement of all the lots within the Property. Said right shall terminate with respect to Common Areas which are part of any land annexed to the Property by the filing of a Supplemental Declaration, upon the sale and settlement of all the lots within the annexed land.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Areas and facilities to the members of his family, and to his guests, subject to such rules and

regulation as the Board of Directors may from time to time adopt, provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in ARTICLE V of this Declaration.

Section 3. Title to Common Area. Title to the Common Areas shall be conveyed from time to time to the Association free and clear of all loans and encumbrances. The Declarant shall provide, at its cost, any owner's title policy to the Association for the Common Areas conveyed. All of the Common Areas which are part of the Premises shall have been conveyed to the Association by no later than the date that the first lot is conveyed to a purchaser. All of the Common Areas which are part of any section of land in the Remaining Property which may be annexed to the Property shall be conveyed to the Association no later than the date that the first plot in the particular section is conveyed to a purchaser whose mortgage shall be insured by the Veterans Administration. If no mortgage in a particular section is insured by the Veterans Administration, the Common Area in that particular section will be conveyed to the Association no later than ten (10) years from the date of recording of the Supplemental Declaration whereby the additional land is annexed to the Property or on such earlier date as may be required by Harford County.

ARTICLE III

Membership and Voting Rights

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

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

Class A. Class A members shall be all Record Owners (except the Declarant during such time as there shall be a Class B membership) of lots which are subject to assessment by the Association under the terms of this Declaration, and shall be

entitled to one vote for each such lot so owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant, its successors and assigns, if such successors or assigns should acquire two (2) or more undeveloped lots from the Declarant for the purpose of development, 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 upon the earlier to occur of the following two dates:

(a) The date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) January 1, 1992.

ARTICLE IV

Maintenance

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of any structures which might, in the future, be erected upon thereon; and shall also be responsible for the care, maintenance and replacement of property so constructed and including rights-of-way dedicated with an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property.

Section 2. Individual Lots. Except as otherwise provided herein, or on the Plat of Fairwind Farms, the Owner of each lot shall be responsible for the care, maintenance and repair of his lot, the premises and all improvements situate thereon, therein and thereunder.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each lot owned within the Property, upon which a single family residential dwelling has been completed, 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 (i) annual assessments and charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. If a delinquency occurs in the payment of annual and/or special assessments, which delinquency is not cured with sixty (60) days after the due date, said assessment(s), together with interest at the rate of ten per cent (10%) per annum, plus costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot 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 by written agreement. Nothing herein contained shall be construed to affect the validity of the lien or the remedies available to the Association as set forth in Sections 7 and 8 hereof.

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 to the Property, for the improvement and maintenance of the Common Area, walkways, storm water management facilities and other related items, and for such reserves and for such purposes as shall be determined by the Association.

Section 3. Maximum Annual Assessments.

- (a) Until January 1 of the year immediately

following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Twenty Dollars (\$20.00) per lot, payable in full on January 1 of each year.

(b) From and after January 1 of the year immediately following conveyance of the first lot to an Owner, by majority vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments of the previous year by not more than the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index as reported by the Department of Commerce.

(c) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessments may be increased above the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index aforesaid, 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, as provided in ARTICLE V, Section 4, herein.

(d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as hereinbefore set forth.

(e) Notwithstanding anything set forth in this Declaration to the contrary, the Declarant shall be obligated to pay for the lots which it owns and are unoccupied, only twenty-five percent (25 %) of the established annual or special assessment. For example, if the Assessment for lots in a particular year is \$20.00 per year, Declarant shall pay \$ 5.00 per year for each lot which it owns. So long as the Declarant owns lots for which it pays only 25 per cent of the assessment, the Declarant shall fund all budget deficits so that the Common Areas shall be maintained at no additional cost to the Association.

Section 4. Notice for Any Action Authorized Under Section 3. Written notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Section 3 of this ARTICLE V shall be sent

to all members not less than thirty (30) nor more than sixty (60) days in advance of this meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein with respect to the Property described in Exhibit A shall commence as to all members on the first day of January next following the year of conveyance of the first lot in the Property to a Class A member. The annual assessments provided for herein in respect to any land which may be annexed to the Property, as set forth in ARTICLE VIII hereof, shall commence as to the lots on such land on the first day of the month following the conveyance of the first lot in said annexed land to a Class A member. The first annual assessment as to a lot 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 member 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 failure of the Board of Directors to act within the times specified shall not, however, relieve any Owner of his obligation to pay assessments hereunder. 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 that the assessments on a specified lot have been paid and any such properly executed certificate shall be binding upon the Association.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or the Association may foreclose the lien against the lot. The lien may be enforced and foreclosed by the Association

in the same manner and subject to the same requirements, as the foreclosure of mortgages or deeds of trust on real property in Maryland containing a power of sale, or an assent to a decree. Suit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgement for unpaid charges may be maintained without waiving the lien during the same period. No action may be brought to foreclose the lien except after twenty (20) days written notice to the current owner of the lot given by registered mail, return receipt requested. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

Section 8. Subordination of the Lien to Taxes and First Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien for taxes imposed by any lawful authority and to the lien of any first mortgage. 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 become due prior to such sale of transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

Environmental Protection

No building, fence, wall or other structure, other than a single family dwelling, shall be commenced, erected or maintained on any lot, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted in duplicate to the Board of Directors of the Association and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after receipt of said plans and specifications, approval will not be required and

this ARTICLE will be deemed to have been fully complied with. The Board of Directors shall have the right to promulgate and adopt rules, regulations and guidelines relating to the subject matter of this Section.

ARTICLE VII
Restrictions on Use

The following shall be restrictions on the use of the lots and the Common Area which shall run with and bind the land:

(a) None of the lots shall be used for any purpose other than for residential use, unless permitted by Zoning Regulations and other applicable laws. No profession or home industry or occupation shall be conducted in or on any part of a lot or in any improvement on the Property.

(b) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become a nuisance to the neighbors.

(c) No junk vehicles or vehicle on which current registration plates are not displayed, tractor-trailer, commercial truck or bus, or the like, shall be kept upon the Property, however, excluding commercial trucks weighing not more than three-quarters (3/4) of a ton.

(d) No structure of a temporary character, tent, trailer, garage shed or other outbuilding shall be permitted on the Property except small tool sheds which shall be permitted only with the prior written approval of the Board of Directors.

(e) No sign of any kind other than those of the Declarant, a builder or their designated agent, shall be displayed to the public view on any lot, except that one sign of not more than four (4) square feet advertising the Lot for sale or rent will be permitted.

(f) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited except that this shall not prohibit the keeping of a maximum of four (4) dogs

and/or cats as domestic pets, provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted on the Common Areas unless accompanied by the owner, and unless they are leashed.

(g) No lumber, materials, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot except building materials during the course of construction, maintenance or repair by Declarant. Trash, garbage or other waste shall not be kept except in sanitary containers and such shall not be visible from the streets.

(h) All Common Areas may be used for, and only for, parks and recreational purposes, ingress and egress, and for utilities, including, but not limited to, storm water and sanitary sewers, telephone, water, gas, electricity and cable TV, and for such other purposes authorized by the Association or its Board of Directors, subject to the provisions of this Declaration.

(i) The rights and duties with respect to sanitary and water, cable TV, electricity, gas and telephone lines and facilities shall be governed by the following:

(i) Whenever water, sanitary sewer, electricity, gas, cable TV, or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

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

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

(j) Easements over the Property for the installation and maintenance of electric, telephone, cable TV, water, gas, drainage and sanitary sewer lines and facilities and the like are hereby reserved by the Declarant, together with the right to grant and transfer the same during such time that the Declarant holds title to the Property. The Declarant also reserves the right to enter upon the Common Areas and for the purpose of completing the improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon or to correct any condition which adversely affects the Property or any portion thereof.

(k) Nothing contained in this ARTICLE VII shall be construed to limit in any way the rights and powers of the Board of Directors to approve or disapprove of the erection of buildings, fences, walls, or other structures or of changes or alterations to the Property, as more fully provided in ARTICLE VI hereof.

(l) Nothing contained in this Declaration shall be construed to in any way limit the right of the Declarant to use any lot owned by the Declarant for the purposes of a construction office, sales office, executive and/or management office and/or for model or display purposes.

ARTICLE VIII
Annexation

Additional land within the Remaining Property may be annexed by the Declarant, its successors and assigns, without the consent of members within ten (10) years from the date of the recording of this Declaration. The Declarant shall have no obligation to annex any of such land, nor shall any of the Remaining Property be subject to any of the terms, covenants and conditions of this Declaration unless and until the Declarant, or such other person or entity who, in the future may be record owner of the Remaining Property, execute an instrument specifically subjecting the

Remaining Property to the terms of this Declaration. Land other than the Remaining Property may be annexed (or the Remaining Property if not annexed in the said ten (10) year period) only upon the approval of two-thirds (2/3) of the Class A and Class B members voting in person or by proxy at the meeting at which such approval is sought. The annexation authorized hereunder shall be made by filing of record, an amendment to the Declaration of Covenants, Conditions and Restrictions with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the Property. Upon the filing of any amendment, Owners of lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges, as applied to the Owners of lots in the initial Property.

ARTICLE IX

Cross Easements

The Declarant reserves the right to subject the Common Areas to easements for the benefit of the Declarant and any person, firm, corporation, trustee, or other legal entity having any interest in the Remaining Property, or any part thereof, their respective heirs, personal representatives, successors and assigns, in common with the Association to:

(a) Use all roads and walkways now hereafter installed on the aforesaid Common Areas, for access between any public road and the Remaining Property, and enter upon such roads and walkways for the purpose of repairing or maintaining the same.

(b) Lay, install, construct, place and maintain on, over or under the aforesaid Common Area, or any portion thereof, pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities to provide adequate utility service to any plot or lot now or hereafter laid out or established on the Remaining Property, and enter upon said Common Areas for such purposes and for the purpose of making openings and excavations therein.

(c) Use and enjoy all utility installations within the aforesaid Common Areas including the right to:

(i) Use all water pipes, lines, mains, water facilities and installations constructed, placed, installed or maintained in, on, under or through said Common Areas with the right to take water from such pipes, lines, mains, facilities and installations for domestic use only in or about the dwellings erected on the Remaining Property, upon payment of such water at the rates charged by the agency or public utility supplying such waters.

(ii) Use all sanitary sewer lines, mains, facilities and installations constructed, placed installed or maintained in, on, under or through said Common Areas, with the right to discharge into and through said lines, mains, facilities and installations, sewage from dwellings erected on the Remaining Property; and

(iii) Use all storm water sewers, drains, pipes, lines, mains and other facilities and installations constructed, placed, installed or maintained in, on, under or through said Common Areas, with the right to discharge and drain into and through said sewers, drains, pipes, lines, and mains and other drainage facilities and installations, surface water flowing on, over or from the Remaining Property.

ARTICLE X

General Provisions

Section 1. Enforcement. The Association, and/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 now 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 judgements or court order shall in no way affect 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. The Declaration may be amended during the first twenty (20) year period by an instrument signed by the Declarant, if Declarant owns any lot, and by not less than ninety percent (90%) of the other Record Owners, and thereafter by an instrument signed by the Declarant, if the Declarant owns any lot, and by not less than seventy-five percent (75%) of the other lot owners. Any amendment must be recorded and takes effect immediately upon recordation.

Section 4. Federal Housing Administration and Veterans Administration Approval. As long as there is a Class B member and if any lot is security for a mortgage or deed of trust insured by the FHA or VA, the following actions will require the prior approval of the FHA and/or VA, as the case may be; dedication of the Common Area to the Public; and amendment of this Declaration of Covenants, Conditions and Restrictions, except by the filing of a Supplemental Declaration of Covenants, Conditions and Restrictions as set forth in ARTICLE VII (governed by the provisions of that ARTICLE) if development of the land described in the Supplemental Declaration is to take place in accordance with any plans which may have previously been approved by the FHA or VA.

Section 5. Conflicts In the case of any conflict between this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Declaration shall control.

ARTICLE XI


Additional Rights of Declarant

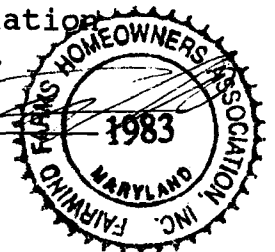
In view of the fact that the construction of the Declarant's development is one which will take the Declarant several years to complete, the Declarant, in addition to all rights reserved to it under this Declaration, and notwithstanding any other provision of the Declaration specifically reserves the right to use any and all portions of the Property, including Common Area which may have been

previously conveyed to the Association for all reasonable purposes necessary and appropriate to the full and final completion of construction of the Fairwind Farms development. Specifically, none of the provisions concerning architectural review shall in any way apply to any aspect of the Declarant's activities or construction, and notwithstanding any provisions of this Declaration, none of the aforesaid construction activities or any other activities associated with construction, sales management or administration of the Fairwind Farms development shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right to store materials, construction debris and trash during the construction period on the property without keeping same in containers. The Declarant shall take reasonable steps to avoid unduly interfering with the beneficial use of the lots.

In witness whereof, is submitted this as a clear copy of DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS as made by UNIVERSAL HOUSING AND DEVELOPMENT COMPANY on the 30th day of November, 1982, MARYLAND STATE, County of Baltimore.

FAIRWIND FARMS
HOMEOWNERS Association

By 
EDWARD C. CAWLO
Vice President



SANDRA SUE CHIDER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 28, 1997
*So witness my hand and
notarial seal.*

- 17 - *Sandra Sue Chider*
December 17, 1993