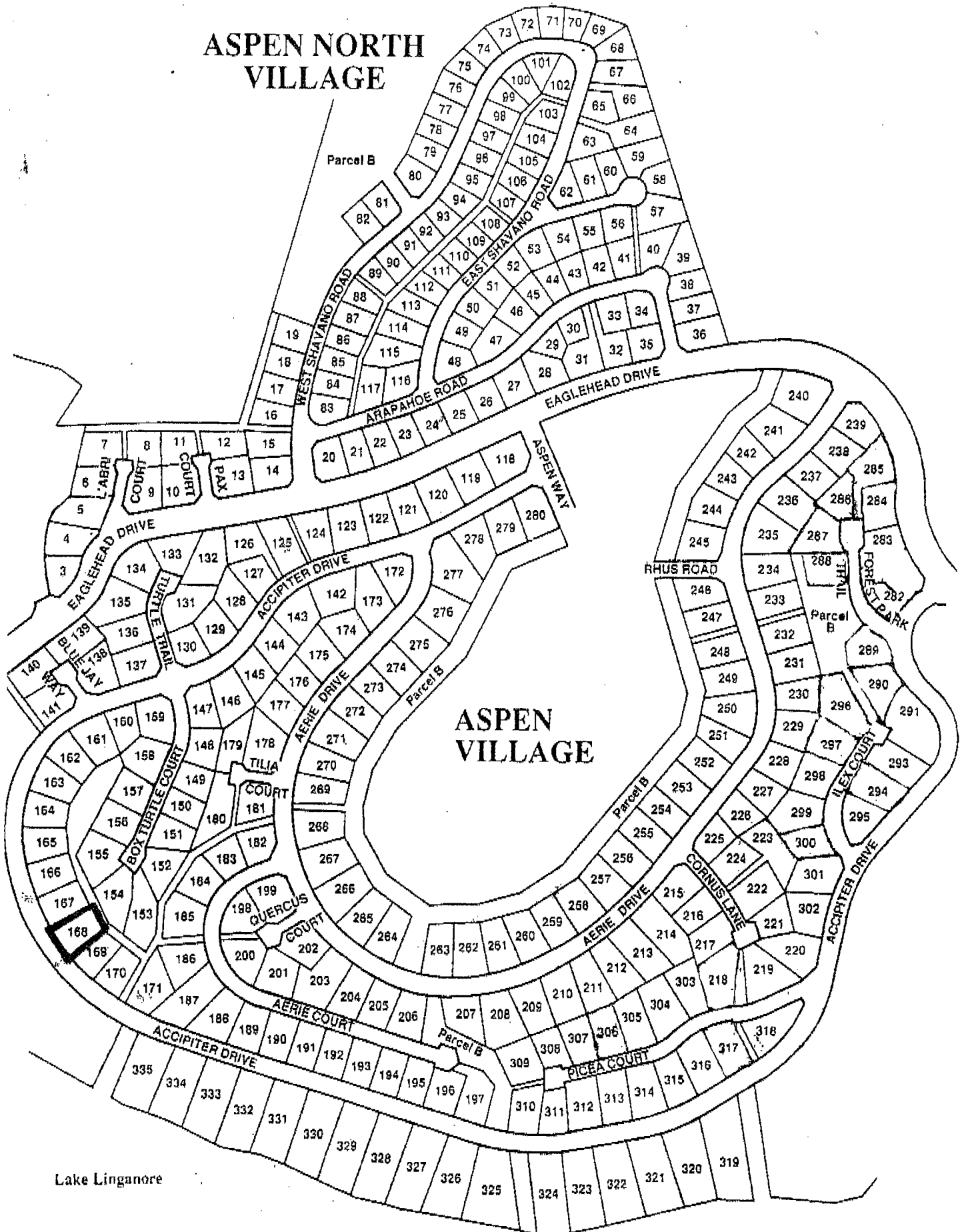
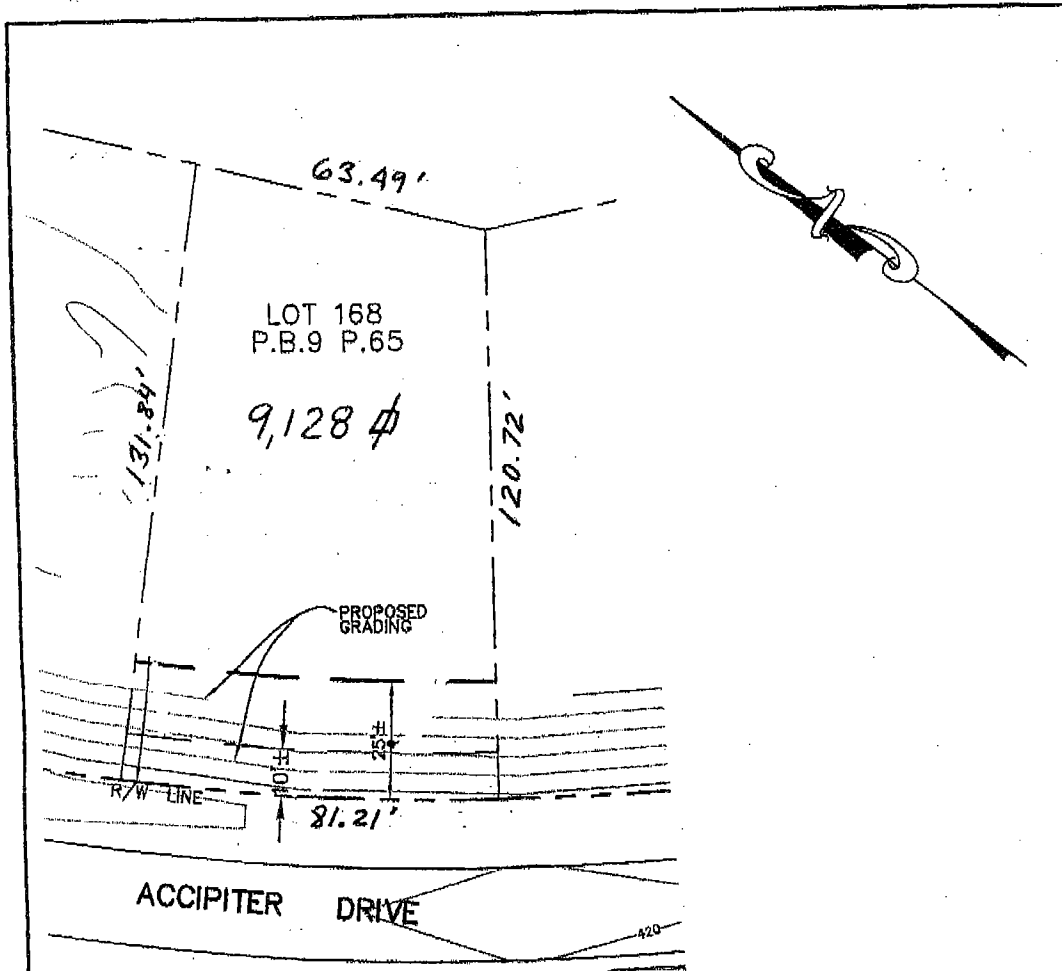


# ASPEN NORTH VILLAGE



Lake Linganore



NOTE: OFFSET EASEMENT DISTANCES SUBJECT TO CHANGE WITH FINAL ENGINEERING PLAN APPROVAL.

PRELIMINARY EXHIBIT  
 PROPOSED TEMPORARY GRADING EASEMENT  
 AND DRAINAGE EASEMENT  
 OVER LOT 168

**EAGLEHEAD  
 ASPEN**

SITUATED ON ACCIPITER DRIVE  
 MT. PLEASANT ELECTION DISTRICT No.13  
 FREDERICK COUNTY, MARYLAND  
 SCALE: 1"=30'      MAY, 2003

REFERENCE:

P.B.9 P.65

Job No.:

3542-168

**Harris, Smariga & Associates, Inc.**

Planners/Engineers/Surveyors  
 125 South Carroll Street, Frederick, MD 21701  
 (301) 682-4488





LIBERTY REAL ESTATE

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

- ASPEN COVENANTS -

THIS DECLARATION, dated April 13th, 1989, by  
ASPEN ASSOCIATES LIMITED PARTNERSHIP (the "Partnership").

W I T N E S S E T H

WHEREAS, the Partnership owns 162 single family lots  
located in the Lake Linganore Planned Unit Development, as set  
forth on the attached Schedule A; and

WHEREAS, certain financial institutions and others  
listed on the attached Schedule B have non-fee simple interests  
in certain single family lots located in the Lake Linganore  
Planned Unit Development, as more fully set forth in Schedule  
B; and

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WHEREAS, all of the single family lots set forth in  
Schedules A and B are governed by the Declaration  
Conditions, Covenants, Restrictions, Easements and Changes  
affecting the Real Property known as Eaglehead, dated July 15,  
1968, as amended January 9, 1973 (the "Linganore Covenants");  
and

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WHEREAS, the Partnership desires to subject all the  
lots set forth in Schedules A and B (the "Lots") to certain  
Covenants, Conditions and Restrictions as set forth below (the

1.810

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"Aspen Covenants") in addition to the Linganore Covenants, for the purpose of protecting the value and desirability of the Lots; and

WHEREAS, the financial institutions and others with the interests set forth on Schedule B concur in the desirability of subjecting the Lots to the Aspen Covenants and agree to the imposition of the Aspen Covenants;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and the receipt of other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

1. All of the land shown on the plats entitled "Eaglehead, Aspen, Section 1, Plats 1 through 7" (the "Plats") encompassing the Lots shall be transferred, held, sold, conveyed and occupied subject to this Declaration.

2. The Partnership may subject additional lands to this Declaration by recording a supplementary declaration of Covenants, Conditions and Restrictions with respect to such property which shall extend Aspen Covenants to such property. Any such supplement to this Declaration may contain such complementary additions and modifications of the Aspen Covenants as may be necessary to reflect the different

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character, if any, of the additional property. In no event, however, shall the supplement to this Declaration revoke, modify or add to the Aspen Covenants as they pertain to the Lots.

3. An owner of any other lot contained on the Plats may, upon application to the Aspen Environmental Control Committee and approval thereby, subject such additional lot to the Aspen Covenants. Approval by the Aspen Environmental Control Committee may be conditioned upon signing and recording a consent to be governed by these covenants in the land records for Frederick County, Maryland, on a form prescribed by the Aspen Environmental Control Committee.

ARTICLE II

ASPEN ENVIRONMENTAL CONTROL COMMITTEE

1. No building, fence, wall or structure of any kind shall be erected, placed, or altered on any lot nor shall any existing structure have its external appearance altered until the construction plans and specifications, and a plan showing the location of same have been approved by the Aspen Environmental Control Committee as to the harmony of external design with existing structures and topography, materials, and workmanship.

2. The members of the Aspen Environmental Control Committee are appointed by the Board of Directors of Lake

LIBERTY &amp; JUSTICE

Linganore Association, Inc. in accordance with the majority vote of the property owners within the Village of Aspen. The Aspen Environmental Control Committee shall be initially composed of the Manager of the Lake Linganore Association, William J. Alspaugh, and William J. Alspaugh, Jr. The Committee membership shall be subject to change at the discretion of William J. Alspaugh and William J. Alspaugh, Jr. until such time as 90% of the Lots have been sold and improved with houses built in conformance with the Linganore and Aspen Covenants. Once 90% of the Lots have been sold and improved with houses built in conformance with the Linganore and Aspen Covenants, the Committee membership shall be determined by majority vote of the recorded lot owners within the Village of Aspen.

3. The plan review fees required to be paid to the Aspen Environmental Control Committee shall be the same as those scheduled by the Board of Directors of the Lake Linganore Association, Inc. for the Lake Linganore Environmental Control Committee.

#### ARTICLE III

##### CONSTRUCTION AND MAINTENANCE STANDARDS

1. Minimum Dwelling Size - Residences must contain a minimum of 2,000 square feet of living area for a multi-level home and a minimum of 1,800 square feet of living area for a

single-level home. Porches, garages, patios, decks, finished or unfinished basements, and outbuildings are not considered living area for the purposes of this paragraph.

2 Exterior Walls - A minimum of eighty percent of the exposed surface area of exterior walls of dwellings and garages shall be brick, stone or a combination thereof. The remaining surface area may be of natural wood, stucco or other approved natural material stained or painted in accordance with the prior written approval of the Aspen Environmental Control Committee. No vinyl, aluminum, plywood (e.g., T-111), manufactured stone or other manufactured siding shall be allowed.

3. Exterior Trim, Flashing and Finishing Materials - No bare or shiny metal other than copper shall be visible on exterior flashing, window frames or any other exterior finished surfaces. Initial trim colors, as well as all subsequent alterations, shall be approved by the Aspen Environmental Control Committee.

4. Roofing Materials - Roofing materials shall consist of cedar shakes or shingles, standing-seam metal roofing, slate, approved slate replicas, tile, or heavy textured architectural shingles. Standard grade asphalt shingles, roll roofing, and light or bright colored roofing materials shall not be allowed.

5. Garages - All residences shall have an attached or detached garage with a minimum capacity of two cars. This requirement may be waived by the Aspen Environmental Control Committee only under the following conditions: (1) Applicant must show that complying with this condition is economically or physically impractical due to the size, shape or topography of the lot; and (2) Applicant must provide an approved carport or parking pad accommodating a minimum of two cars in lieu of the garage requirement.

6. Mobile Homes and Modular Homes - Mobile homes are prohibited. Manufactured or modular homes shall not be allowed without the prior written approval of the Aspen Environmental Control Committee.

7. Driveways - Off street parking facilities and driveways shall be constructed of blacktop, brick or cobblestone only. Light-colored concrete, gravel, and unpaved driveways are prohibited.

8. Lamp Posts - Each residence shall be required to have an external lamp post mounted near the driveway and within two feet of the front Lot boundary. The design of said lamp post shall be in accordance with that approved by the Aspen Environmental Control Committee. Lamp shall be controlled by an automatic timer and shall be illuminated from dusk to dawn.

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9. Mail and Newspaper Boxes - Mail and newspaper boxes shall be approved by the Aspen Environmental Control Committee.

10. Trees - No living trees six inches or larger in diameter as measured five feet above ground level, nor dogwood trees of any size shall be removed without the prior written approval of the Aspen Environmental Control Committee. Violation of this covenant shall subject owner to a fine of Five Hundred Dollars per unauthorized removal.

11. Fencing - Metal, vinyl, and rubber fencing materials are prohibited. Fencing materials shall be natural in appearance and installed only with the prior written approval of the Aspen Environmental Control Committee.

12. Vehicles - No trucks larger than one ton capacity, tractors, tractor-trailers or buses shall be allowed to be parked either on the property or on the street adjacent to the property. Recreational vehicles, boats, travel trailers, any other vehicles or equipment of a similar nature, commercial vehicles or any vehicle with commercial advertising appearing on it shall be allowed on the property only if parked away from public view in an enclosed garage. No overnight parking is allowed on the streets.

13. Clotheslines - Outside clotheslines are prohibited.

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14. Television and Radio Antennae - Television antennae projecting no more than eight feet above the roof line, satellite dishes and satellite disks are permitted only until such time as cable television services are made available to the property. Once cable is available for subscription by the homeowner, all exterior antennae and satellite dishes must be removed, at the owners expense, within thirty days. Exterior radio antennae are prohibited.

15. Landscaping - A minimum of one-half of one percent of the combined value of the dwelling and lot must be invested in landscaping. All landscaping work must be done pursuant to a plan filed with and approved by the Aspen Environmental Control Committee and shall be completed within 90 days of occupancy. In the event that seasonal conditions restrict the completion of said landscaping upon occupancy, an extension of no more than six months may be granted for said installation. Any changes to, or alteration of, landscaping must likewise be made in accordance with a plan filed with, and approved by, the Aspen Environmental Control Committee.

16. Exterior Lighting - All exterior lighting shall be approved by the Aspen Environmental Control Committee.

17. Pools - Above ground pools are prohibited. In-ground pools must be installed pursuant to a plan filed with and approved by the Aspen Environmental Control Committee.

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ARTICLE IV

ENFORCEMENT

1. In the event of a violation or breach of any of the Linganore or Aspen Covenants by any property owner, or agent of such owner, the owner of the Lots or the Environmental Control Committee or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent or enjoin the violation or breach of the terms hereof. If successful, the property owner or owners or the Environmental Control Committee is/are entitled to recover reasonable attorneys fees and costs associated with the enforcement of the covenants from the violator thereof.

2. The failure to enforce any right, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

ARTICLE V

DURATION OF COVENANTS

1. These covenants are to run with the land described in Article I and shall be binding upon all parties claiming under them for a period of thirty (30) years from the

date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

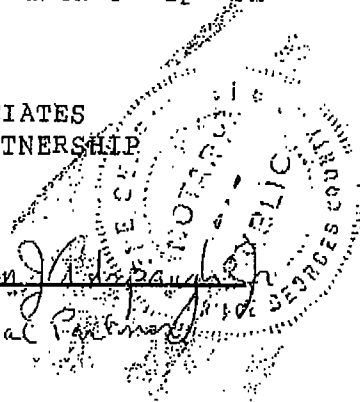
WITNESS, the hand and seal of the Partnership on this 13th day of April, 1989.

ATTEST:

✓ ASPEN ASSOCIATES  
LIMITED PARTNERSHIP

*[Handwritten signature]*

By: William J. Alsbaugh, Jr.  
General Partner



STATE OF MARYLAND,  
COUNTY OF Prince Georges, to wit:

On this 17th day of June, 1989, before me, the undersigned officer, personally appeared William J. Alsbaugh, Jr. who acknowledged himself to be the General Partner of Aspen Assoc. Limited Partn ~~a corporation~~, and that he, as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the ~~corporation~~ by himself as General Partner Partnership.

In witness whereof, I hereunto set my hand and seal.

*[Handwritten signature]*  
Notary Public

My Commission Expires:

July 1, 1990

