

COPPERFIELD COMMUNITY ASSOCIATION, INC.  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by E.W. Ausherman, Inc., a body corporate of the State of Maryland, hereinafter referred to as "Declarant".

WHEREAS, the Declarant is the owner of 56.46 acres, plus or minus, which is part of the lands conveyed by Norman W. Todd, by Deed dated May 27, 1970 and recorded in the Land Records of Frederick County, State of Maryland, in Liber 825, Folio 153. Said land lies in Election District No. 14, Frederick County, Maryland, and is more particularly described in a Plan entitled "Preliminary Plan for Copperfield" prepared by Rothenhoeffer Engineers, Inc. and approved by the Frederick County Planning Commission in July 1988, as may be further modified from time to time.

NOW, THEREFORE, Declarant hereby declares that the portion of the property described in Exhibit "A", as amended from time to time, shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions that are for the purpose of protecting the value of, and that shall run with, the real property. These covenants, conditions, and restrictions shall be binding on all parties having any right, title, or interest in the described properties, their heirs, administrators, successors and assigns, and shall inure to the benefit of each subsequent owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "ASSOCIATION" shall mean the Copperfield Community Association, Inc., a Maryland non-stock corporation, its successors and assigns.

Section 2. "COMMON AREA" shall mean all real property owned by the Association for common use and enjoyment of the members of the Association. Such Common Area to be owned by the Association shall be deeded from time to time at the discretion of the Declarant.

Section 3. "DECLARANT" shall mean E.W. Ausherman, Inc., its successors and assigns.

After recording, return to:  
J. MacGillivray  
Ausherman Construction Co.  
8031 Reichs Ford Road  
Frederick, MD 21701

Section 4. “LOT” shall mean any residential plot of land shown upon any recorded subdivision map of the Property.

Section 5. “OWNER” shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the PROPERTY, but excluding those entities having such interest merely as a security for the performance of an obligation. Every OWNER is also a “MEMBER.”

Section 6. “PROPERTY” shall mean that real property described in Exhibit “A” and such additions as may hereafter be dedicated under these Covenants, Conditions and Restrictions.

Section 7. “STORM WATER MANAGEMENT AREAS” shall mean the areas and structures within the common areas of the Copperfield Subdivision Plats devoted to the control and management of storm water, including retention ponds and drainage swales.

## ARTICLE II PROPERTY RIGHTS

Section 1. Members’ Rights of Enjoyment. Every member shall have a non-exclusive right and easement of enjoyment in and to the Common Area that 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 levy annual and special assessments and to charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area.
- (b) The rights of the Declarant and Association as specifically contained herein.
- (c) The right of the Association to suspend the voting rights and suspend the right to use the recreational facilities for that period during which any assessment against a member remains unpaid. Assessments shall continue during any suspension period.
- (d) 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 Association. Such dedication or transfer shall be effective upon the approval of the majority of the Association’s Board of Directors and the assent of two thirds (2/3) of the voting membership of the Association.

(e) The right of the Association, in accordance with its Articles and its By-Laws, to borrow money for the purpose of improving or increasing the Common Area and in furtherance thereof, with the assent of two thirds (2/3) of each class of members, to mortgage said common area. Said mortgage shall be subordinate to the members' rights.

(f) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.

(g) The right of Declarant (and its sales agents and representatives) to the nonexclusive use of the Common Area for purposes of display, exhibit, advertisement, and ingress and egress to other areas of the Copperfield Community being developed, which right Declarant hereby reserves. Such reservation shall be for a period of not more than ten (10) years after the conveyance of the first Common Area to the Association, or the sale of all the residential Lots within the Property, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall unreasonably restrict the members in their use and enjoyment of the Common Area.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and recreational facilities to the members of his family, and to his guests, subject to such rules and regulations as the Board of Directors may from time to time adopt. The Association may permit persons other than members to use the common areas and recreational facilities under such rules and regulations as the Board of Directors may from time to time adopt, provided such outside use does not unreasonably restrict the members in their use and enjoyment of those areas.

Section 3. Title to Common Areas. Title to the Common Areas shall be conveyed to the Association by the Declarant or Current Owners, free and clear of all liens and encumbrances.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot within the Copperfield Community shall be a member of the Association as designated in Section 2 of this Article III. This right is appurtenant to the Lot and cannot be separated thereafter.

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

Class A. Class A members shall be all Owners, except “Declarant”, of lots within the Copperfield Community. Class A members 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 who shall be entitled to three (3) votes for each lot planned or platted but not conveyed within the Copperfield Community. The Class B member shall have its voting rights reduced to one (1) vote for each lot planned or platted but not conveyed within the Copperfield Community upon the happening of the earlier of the following events:

- (a) On December 31, 1997.
- (b) The filing of a statement among the Land Records of Frederick County by the Declarant relinquishing Class B membership.
- (c) When total number of Class A votes is equal to or exceeds the total number of Class B votes.

All other rights and obligations of the Class B member shall remain the same.

#### ARTICLE IV COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each member by acceptance of a deed, 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, both such assessments to be established and collected as herein provided. If a delinquency occurs in the payment of annual and/or special assessments, said assessment(s) together with interest, costs, and reasonable attorney’s fees, shall be a charge on the lot(s) 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, shall also be the personal obligation of the Owner of such property at the time the assessment fell due.

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 members of the Association, for the improvement and maintenance of the Common Area, for the maintenance of the Storm Water Management Areas owned by the Association, as further described herein, and all other costs and expenses incurred by the Association in the proper conduct of its activities.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot within the Copperfield Community to an owner, the maximum annual assessment shall be as set forth below for each class of membership so designated.

	<u>Per Year</u>
(i) Class A	\$ 60.00 per recorded lot
(ii) Class B	\$ 15.00 per recorded lot

(a) From and after January 1 of the year immediately following conveyance of the first lot within the Copperfield Community to an Owner, the maximum annual assessment may be increased by action of the Board of Directors by not more than ten percent (10%) above the maximum assessment for the previous year.

(b) 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 ten percent (10%) only 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 shall fix the annual assessments at an amount not in excess of the maximums as hereinbefore set forth.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessments year, a special assessment applicable to any one year only for the purpose of defraying the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of each class of members voting in person or by proxy at a meeting called for this purpose as provided in Article IV, Section 5.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 (b) and 4. Written notice of any meeting called for the purpose of taking any action authorized under Article IV, Section 3 (b) or 4 shall be sent to all members not less than thirty (30) nor more than sixty (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 vote of each class of membership, shall constitute a quorum. If the required quorum is not present at the meeting, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Such subsequent meeting shall be held no later than sixty (60) days following the preceding meeting. Once a quorum is established at an initial or subsequent meeting, the withdrawal of members leaving less than a quorum shall not prohibit the remaining members from conducting such business as may be proper before the membership.

Section 6. Rate of Assessment. There shall be one basic rate for annual assessments applicable to all owners. This basic rate shall be determined annually by the Board of Directors and shall be based on the funds necessary to properly maintain all Common Areas and Storm Water Management Areas owned by the Association, including all recreational facilities, to pay the general administrative expenses of the Association, and to provide for authorized reserve funds.

Annual assessments, as well as special assessments for capital improvements, may be collected on a monthly, quarterly, or annual basis as prescribed by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments shall commence as to all members on the first day of January following the conveyance of the first lot to an Owner. The Declarant shall pay the reduced assessment specified in Section 3 of this Article only on platted unoccupied lots. For the period that Declarant is paying such reduced assessment, Declarant shall be required to fund any budget deficits of the Association that may be generated by the Association in performing ordinary and customary maintenance of the Common Areas and the Storm Water Management Areas. 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 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. The due dates shall be established by the Board of Directors. The Association shall, upon request by an interested party, furnish a certificate signed by an officer of the Association setting forth the status of assessments on a specified Lot.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall be considered delinquent and shall be assessed a late charge as established in the by-laws of the Association. Additionally, unpaid assessments shall bear interest from the date of delinquency at a rate no greater than the maximum rate of interest permitted under the Maryland Law as established in the by-laws of the Association. The Association may bring an action at law or equity against the member personally obligated to pay the same and to pursue any other remedies authorized by law or equity to enforce such action. No member may avoid liability for assessment by non-use of the Common Area or abandonment of the Lot.

Section 9. Subordination of the Lien to Mortgage.

The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money mortgage. Sale or transfer of any Lot within the Copperfield Community shall not extinguish the assessment lien. The sale or transfer of any lot within the Copperfield Community pursuant to a mortgage foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer, but shall not relieve the member from personal responsibility for payment. No sale or transfer shall relieve such property from liability for any assessments thereafter becoming due.

ARTICLE V  
MAINTENANCE

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Area, including interiors and exteriors of any structures erected thereon. It shall also be responsible for the care and maintenance of entrance areas even though such areas might be located in road right-of-ways dedicated to the County of Frederick or other public entities.

Section 2. Storm Water Management Areas. The Association shall be responsible for the proper care and maintenance of all Storm Water Management Areas on property owned by the Association specifically including the responsibility to maintain all retention ponds and drainage ditches on common areas in a functional and safe manner. This responsibility shall not include underground storm drainage structures, located in roadways, which shall be maintained by the County, nor shall it include any drainage swales on individual lots.

Section 3. Individual Lots. The Owner of each lot shall be responsible for the care, maintenance and repair of the Lot, the premises and all improvements situate thereon.

Section 4. Prohibition. No owner shall alter, landscape, obstruct or otherwise exercise control over any common area or Storm Water Management Area without the express prior approval of the Board of Directors.

ARTICLE VI  
USE RESTRICTIONS AND ARCHITECTURAL CONTROL COMMITTEE

The following shall be restrictions on the use of the Property that shall run with and bind the land.

Section 1. Architectural Control

(a) No building, fence, wall or structure of any kind (including satellite dish, dish or antenna) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the building, fence, wall or structure have been approved by the Architectural Control Committee as to the quality of workmanship, materials, colors, overall size and proportions and harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

Subject to removal by Declarant upon completion of development and construction as set forth below, the Architectural Control Committee is composed of Marvin E. Ausherman, Robert R. Marsh and Kenneth W. Abrecht. Each member of the Committee may designate a representative to act for him. In the event of death or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the Committee, nor their designated representative shall be entitled to any compensation for services performed, pursuant to this covenant.

Upon the completion of the development and construction of the residential dwellings in the Copperfield Subdivision, all rights, responsibilities and obligations of the Architectural Control Committee shall be assigned by the Declarant to the Board of Directors of the Copperfield Community Association, Inc., which shall thereafter cause to be created an Architectural Control Committee composed of Copperfield residents (3 minimum) to act thereas and assume all rights, responsibilities and obligations of the Architectural Control Committee as set forth herein.



The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after plans and specifications have been submitted to it, approval shall not be required and the related covenants shall be deemed to have been fully complied with. Any alteration, construction or fence begun before or during the submission to the Architectural Control Committee shall be deemed to be disapproved without further action by the Committee, and shall be removed immediately upon demand by the Committee or its authorized representative whether said demand is made before or after the completion of said alteration or construction.

Architectural Control Committee approval is not a substitute for or intended to imply governmental approval.

(b) No dwelling shall be permitted on any lot until the construction plans and specifications and a plan showing the location have been approved by the Architectural Control Committee as provided in Section 1, paragraph (a) of this Article.

The Architectural Control Committee shall set, from time to time, minimum sizes and square footages of housing and garages to be built and combinations thereof.

The Architectural Control Committee shall particularly review and approve the material and color which is proposed for installation on all exposed exterior surfaces on dwellings, storage sheds, pool/bath houses, garages, fences and other structures to be constructed on a lot and which materials shall be of brick, stone, natural wood, stucco, weatherboard, aluminum or vinyl siding, or other materials as approved by Architectural Control Committee.

#### Section 2. Use Restrictions

(a) The lots of said property as now laid out or as hereinafter altered or modified shall be used for residential purposes only and no buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and normal incidental structures (such as, not limited to, storage sheds, pool/bath houses, fences, and private garages for not more than two automobiles). Additionally, private recreational facilities such as tennis courts and swimming pools are allowed as approved by the Architectural Control Committee as provided in Section 1, paragraph (a) of this Article. Lastly, real estate sales, construction offices and signs may be erected, maintained and operated on any part of said land and in any building or structure now or hereinafter erected thereon by the Declarant during the construction and sales period.

(b) i) No building (except removable storage sheds) shall be erected or located on any lot nearer to the front, side, or rear lot lines than the minimum building setback lines as in effect and required by the County of Frederick Zoning Ordinance at the time of construction as interpreted under the County Zoning Ordinance.

ii) For the purposes of this covenant, eaves, steps, open porches, and garden courts shall not be considered as a part of the building.

iii) An encroachment into the aforesaid setback areas as approved by the County of Frederick Board of Appeals shall not constitute a violation of these restrictions.

c) i) Easements for installation and maintenance of utilities, cable television, and drainage facilities are reserved as noted on the subdivision plats and over the front, side and rear six feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, or utility company is responsible.

ii) In addition to the aforesaid easements, the Declarant, their successors and assigns, reserve, until such time as roads shall be completed and accepted by the County a temporary construction easement along those portions of the lot bordered by a public street or road, extending back not further than the building setback line. Declarant may grade or slope this area in order to meet the requirements of the County of Frederick and other appropriate agencies with respect to slope and grade in connection with County roads. No trees, plants, shrubs, or improvements other than those installed by the Declarant shall be placed in the easement area until such time as the adjoining roads or streets are accepted by the County. This temporary construction easement shall expire and become null and void and revert back to the individual Lot owners at such time as the roads are completed and accepted by the County of Frederick for maintenance.

(d) No fence or wall shall be erected, placed or altered on any lot nearer to any street than one-half (1/2) of the distance between such street and the minimum building setback lines as shown on the recorded plat or any amendment to or resubdivision thereof. Additionally, no fences or walls shall be permitted to extend towards the street beyond 10 feet behind the front corner of one side of the dwelling, and the rear corner of the opposite side. No fence or wall shall exceed 48 inches in height and shall not interfere with underground or surface drainage, structures, pipes or ditches. This height restriction shall not apply to enclosures or patios, pool or open garden courts or to retaining walls required by the topography, but which enclosures, patios and retaining walls shall require a written approval of the Architectural Control Committee as provided in Section 1 paragraph (a) of this article.

(e) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or detrimental to health and/or safety of the residents.

(f) No structure of a temporary nature, trailer, Quonset hut, cabin, tent, shack, or other similar building shall be used on any lot at any time as a residence, either temporarily or permanently. No partially complete dwelling, including basement, garage or other stage of construction shall likewise be used as a residence.

(g) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than eight square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period. This restriction does not apply to subdivision entrance or sales sign(s) erected by the Declarant.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs and no more than 2 cats or other similar domestic household pets, (i.e., two dogs and two cats and two birds per dwelling) may be kept provided that they are not kept, bred, or maintained for any commercial purposes and are not permitted to roam at large or are kept in such a manner as to become a nuisance to neighbors or adjoining property owners.

(i) That portion of any lot covered by these covenants, which is not occupied by a building shall be kept free and clear of all weeds and debris so that the same may be identified as a residential lot. Any lot which has been sold but on which no building has been constructed shall likewise be kept free and clear of debris, pending the construction of a residence thereon. Each property owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish, and at all times maintain said property in a neat and sanitary condition.

(j) No automobiles, trucks under two tons, vans, recreational trailers, boats or any other vehicles or equipment of a similar nature shall be allowed on any property unless they display a valid current license or registration, or are stored in a garage and out of public view. Recreation vehicles and boats may only be parked on a lot in public view with the approval of the Architectural Control Committee as to location and screening. No licensed vehicle shall be parked on the streets of the subdivision for a continuous or intermittent period to exceed 24 hours. No trucks over two tons, buses, tractors or similar items are permitted to be parked on any lot or any streets of the subdivision with or without a current registration or license, except for such vehicles that builder may require to be located during the construction and sales period.

(k) Declarant will be providing rows of trees along the streets of the subdivision for the purpose of enhancing the appearance of the subdivision. It is intended that individual lot owners will maintain, water and nurture said trees, hereinafter called street trees. Additionally, the Association, its agents and employees, shall have an irrevocable right and a general easement to enter any lot in the Community for the purpose of supplement hereto, including, without limitation, the right herewith granted to maintain and care for street trees, located within the area adjoining any public street and/or roadway. Such right and easement shall in no way be construed as an obligation on the part of the Copperfield Community Association, Inc., and/or the Declarant to maintain said trees.

(l) No amateur radio transmission antennae shall be erected without prior approval of the Architectural Control Committee. The plan shall show location, height and configuration of the equipment and, if approved, shall be installed in such a manner so as not to interfere with adjacent Owners' radio or television reception nor present any electrical hazard. Such permission may be revoked on the basis of demonstrated interference with adjacent owners radio or television reception.

(m) Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers and such shall not be visible from the streets. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Trash may be placed out for disposal after dark on the night before the scheduled pick up.

(n) No clothing or any other household laundry shall be hung in the open to dry on any Lot unless hung from a device that is placed in the rear yard of the lot.

(o) The Common Area shall be limited in use to and for, and only for parks and recreational purposes and for such other purposes authorized by the Association or its Board of Directors.

(p) Easement with respect to Storm Water Management facilities, sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

i) The Owner of any Lot, or the Association, shall have the right, to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which utility installations lie, in order 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 Association full and reasonable use and enjoyment of the utilities and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area to its prior condition.

iii) Easements over the Property for the installation and maintenance of electrical, telephone, cable television, water, gas, and sanitary sewer lines and facilities, Storm Water Management facilities and the like are hereby reserved by Declarant. Declarant also reserves the right to enter into the Common Area for the purpose of completing the improvements thereon, and on the Lots, 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.

iv) The Association and the Declarant hereby grant to the County of Frederick, its successors and assigns, an easement for the maintenance and repair of storm and drainage structures contained within the Common Areas that are the responsibility of the County to maintain and repair.

ARTICLE VII  
ADDITIONS TO THE PROPERTY

The Declarant, without the consent of the Class A members, may from time to time dedicate additional Property within the Copperfield Community under this Declaration, or under such modified Declaration as may be necessary to accommodate new sections or new types of residential homes.

Such additions shall be made by Declarant by the filing, among the Land Records of Frederick County, of a Supplemental Declaration of Covenants, Conditions and Restrictions.

ARTICLE VIII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any member 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 member to enforce any covenant or restriction 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 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 thirty (30) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years. The Declaration may be amended during the first thirty (30) years period by an instrument signed by not less than seventy-five percent (75%) of the lot owners, and thereafter by an instrument signed by lot less than a majority of the lot owners. Any such instrument shall become effective upon recordation.

Section 4. Annexation. Additional property and Common Area other than that referred to in Article VII may be annexed to the Property by vote of two-thirds (2/3) of each class of members.

Section 5. Federal Housing Administration and Veterans Administration Approval. As long as there is a Class B member, the following actions will require the prior approval of the Federal Housing Administration and the Veterans Administration: Annexation of additional properties, dedication of Common Area not in conformity to the overall staging, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Conflicts. In the case of any conflict between this Declaration and the By-Laws of the Association, the Declaration shall control. In the case of any conflict between these Declarations and any County ordinance, the more restrictive provisions of either the Declaration or the County Ordinance will prevail.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonable necessary to effectuate any such right or privilege. The Copperfield Community Association, Inc. shall maintain a resident agent within the County and keep on file with the County at all times the name, address and telephone number of said agent.

Section 8. Ownership of Common Area. The Copperfield Community Association, Inc. shall be deemed the equitable owner of all common areas for compliance with all appropriate laws, rules, regulations and ordinances of the County. All common areas and improvements thereon are subject to levy and assessment by the County of Frederick to the Association as if the land were owned by individuals.

Section 9. Granting of Easements. The Association shall have the authority to grant rights of way and easements through common areas for the purpose of utility construction.

Section 10. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or nonexclusive) by the Declarant by an instrument, in writing, without notice to the Association.

## ARTICLE IX DEVELOPMENT PHASING

Section 1. Phasing. The Declarant intends to construct and ultimately to transfer to the Association certain recreational facilities within the Copperfield Community. These facilities are to be constructed and completed in accordance with the phased development of Copperfield as follows:

- a) The large common area, including the storm water management pond, will be constructed as the development proceeds on the Northwestern limits of the subdivision.

ARTICLE X  
ASSOCIATION BY-LAWS

Section 1. The By-Laws of the Copperfield Community Association, Inc. are attached hereto as Exhibit "B".

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has executed this instrument this 10th day of February, 1989.

DECLARANT

WITNESS:

E.W. AUSERMAN, INC.  
A Body Corporate of the State of  
Maryland

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
Ernest W. Ausherman  
President

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Ernest W. Ausherman, President of E.W. Ausherman, Inc. who being by me first duly sworn, acknowledged that the foregoing is his act and deed as President of E.W. Auserman, Inc.

WITNESS my hand and Notorial Seal this 10th day of February, 1989.

\_\_\_\_\_  
Notary Public

My Commission Expires: July 1, 1990