

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by D & A CORP., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Montgomery County, State of Maryland, which is more particularly described in Schedule "A", "B", "C", and "D" attached hereto and incorporated by reference herein.

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 PLANTATIONS COMMUNITY ASSOCIATION, INC., and 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 herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Single Family Lots" shall mean those lots on which detached single family dwellings shall be erected and which are described on Schedule A attached hereto and made a part hereof by reference.

Section 5. "Townhouse Lots" shall mean those lots on which townhouses shall be erected and which are described on Schedule B attached hereto and made a part hereof by reference.

Section 6. "Common Area A" shall mean and refer to all that land owned by the Association and described in Schedule C attached hereto and made a part hereof by reference. The said Common Area A being also designated on the plat of subdivision as Parcel A. Common Area A shall be held for the common use and enjoyment of all of the owners, whether they be owners of townhouse lots or single family lots, and shall be operated and maintained by the Association for the use and benefit of its members.

Section 7. "Common Area B" shall mean and refer to all that land owned by the Association and described in Schedule D attached hereto and made a part hereof by reference. Common Area B shall constitute the parking area to be used exclusively by the owners of townhouse lots and their invitees.

Section 8. "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 9. "Declarant" shall mean and refer to D & A CORP., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

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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 A 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 by guests of members of the swimming pool and appurtenances thereto, and to limit the number of guests of members for the use of all of the recreational facilities, including the swimming pool and appurtenances thereto, situate on 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 A 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 signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded, and until such transfer or dedication has been approved in writing by the Maryland National Capital Park and Planning Commission. The request for dedication or transfer shall be submitted in writing to the said Maryland National Capital Park and Planning Commission and the said Commission shall render in writing its approval or disapproval within ninety (90) days after the submission of such request to said Commission. Failure on the part of the Commission to reply within the said ninety (90) day period shall be deemed to be approval by said Commission.

Section 2. Townhouse Owners Easements of Enjoyment. Every Owner of a Townhouse Lot shall have a right and easement of enjoyment in and to Common Area B which shall be appurtenant to and shall pass with the title to every Lot subject to the hereinbefore mentioned provisions of Article II, Section 1, a, b and c.

Section 3. 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.

Section 4. Parking Rights. Every Owner of a Townhouse Lot shall be entitled to not more than two automobile parking spaces which shall be as near and convenient to said lot as reasonably possible, together with the rights of ingress and egress in and upon said Common Area B. The Association shall permanently assign at least one automobile parking space for each Lot.

~~Section 5. The Declarant hereby covenants, for itself, its successors or assigns, that it will convey fee simple title to the Common Area, including the swimming pool, all swimming pool facilities and all appurtenances thereto, to the Association, free and clear of all encumbrances, and liens, but subject to easements, covenants, and conditions contained herein or recorded prior hereto.~~

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. 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.

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Section 2. Classes. 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 said owners 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Members entitled to vote may by written proxy filed with the Association designate any other person to cast their vote.

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 February 2, 1985

ARTICLE IV

COVENANTS FOR MAINTENANCE OF 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. The annual and special assessments, together with interest costs and reasonable attorney's fees, shall be a charge on the land and shall be 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 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 improvements and maintenance of the Common Area, and for maintenance of storm water management and for the maintenance, operation and repair of the swimming pool and appurtenances thereto.

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 for any Lot owned by the Developer, or any Lot owned by the Developer on which a dwelling has been erected, shall be \$ 15.00, provided, however, that should the dwelling be occupied, the maximum annual assessment shall be the same as that of a Lot on which a dwelling has been erected which is not owned by the Developer. The maximum annual assessment for any Lot occupied by a Townhouse which is not owned by the Developer shall be \$ 80.00. The maximum annual assessment for any Lot on which a detached single family dwelling has been erected and which is not owned by the Developer shall be \$ 60.00. Of the \$ 80.00 assessed against the Townhouse Lots, \$ 20.00 of the same shall be allocated solely and exclusively for the preservation and maintenance of the Common Area B as described in Schedule D hereof. The annual assessment for the preservation and maintenance of Common Area A shall be the same for the Townhouse Lots and the Single Family Detached Dwelling Lots.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

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(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 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or 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, and shall fix the annual assessment at an amount sufficient to provide adequately for the purposes set forth in Section 2 of this Article.

Section 4. The Association may levy, subject to the provisions hereinafter stated, 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 any Common Area, including fixtures and personal property related thereto, provided that:

(a) Special assessments related to capital improvements in Common Area A will be borne by all Lots; and

(b) Special assessments related to capital improvements in Common Area B will be assessed solely against Townhouse Lots; and

(c) Any such assessment, including the due date of payments on account of such assessments, 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 such 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 Sections 3 and 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 (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. Except as otherwise provided with respect to annual assessments in Sections 3 and 4, 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 Assessment: 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 assessment on a specific Lot have been paid. In the event of the failure of the Board of Directors to fix the annual assessment for the next ensuing assessment period, the said annual assessment shall be the same as that for the previous annual assessment period.

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 six (6) 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 avoid liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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Section 9. Subordination of the Lien to Mortgages: The lien of the assessment 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 a proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become 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.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority, and all properties owned by a charitable or non-profit organization except from taxation by the laws of the State of Maryland, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure, or exterior painting, 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, color and location of the same 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

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereof.

Section 2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties thereto shall submit the dispute to arbitration, and each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

EXTERIOR MAINTENANCE

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 two-thirds (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 any other improvements erector thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which said Lot is subject.

ARTICLE VIII

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. No lot shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office during the construction and sales period.

Section 2. No fence, wall, tree, hedge, or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree of a diameter of more than four inches measured two feet above ground level, lying without the approved building driveway and parking areas, shall be removed without the approval of the Architectural Control Committee.

Section 3. No noxious or offensive activity shall be carried on upon any portion of the properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel of the properties.

Section 4. The Declarant shall have the right to grant easements for utility purposes over the common areas until such time as a common area is conveyed unto the Homeowners Association, after which said conveyance the right to grant easements for utility purposes over the common area shall be reserved unto the Homeowners Association. Easements for utility purposes within the boundaries of residential lots shall be established by the recorded plat on which the same are shown. If a residential lot has been conveyed to an individual owner, only that owner, his heirs or assigns, shall have the right to grant utility easements within the boundary of said lot.

Section 5. No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Properties unless shown on the deed of dedication plat or unless approved by the Architectural Control Committee.

Section 6. No exterior clothesline, or clothes hanging device, except that of an umbrella-type nature with a diameter not exceeding seven (7) feet, shall be allowed upon any Lot.

Section 7. No sign of any kind larger than one-foot-square shall be displayed to the public view of any Lot, except temporary signs of not more than four feet square advertising the said Lot for sale or rent and except for temporary signs erected by the Declarant in connection with the construction, lease or sale of buildings and lots or other parcels of the Properties.

Section 8. No animals, livestock, or poultry of any kind shall be raised bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided that they are not raised, bred or kept for any commercial purpose.

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Section 9. The Association shall have the right (if after 20 days notice to the Owner of the Lot or Lots involved, setting forth the action intended to be taken, such action has not been taken by the Owner) to trim or prune, at the expense of the Owner, any hedge, or other planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property, or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for any vacant or unimproved lot, and to remove grass, weeds and rubbish therefrom and do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such Lot in neat and good order, and at the cost and expense of the Owner.

~~Section 10. No exterior antenna for the transmission or reception of radio or television signals shall be erected or permitted on any building or Lot or other parcel of the Properties.~~

Section 11. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No material or refuse or any container for the same shall be placed or stored in the front of any house, or on the patio or stoop at any time, except in enclosed rear yard, unless required by the collection agency. All trash and garbage shall be placed in covered trash cans in the trash area provided. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this paragraph and to enter onto any Lot for this Purpose.

~~Section 12. No commercial truck, commercial bus, or other commercial vehicle of any kind, or any boat, boat trailer or recreational vehicle of any kind shall be permitted to be kept upon any portion of the Properties.~~

Section 13. No portion of the Properties shall be used for the repair of automobiles, nor shall any vehicle other than a private automobile be parked in any of the parking spaces maintained by the Association. After ten (10) days written notice to the Owner of any vehicle parked in violation of this covenant, the Association may remove such vehicle at the expense of the Owner thereof.

Section 14. No baby carriages, velocipedes, bicycles, or other articles of personal property shall be deposited, allowed or permitted to remain on any Townhouse Lot, except in the enclosed rear area. The Association may impound all such articles and make a charge for their return. The Association further has the same authority to keep the yards of the Single Family Lots in a clean and neat order.

Section 15. No Townhouse Lot shall have an area of less than 2,000 sq. ft. square feet, and no Single Family Lot shall have an area of less than 8,000 sq. ft.

The Declarant hereby grants to members of the Association in good standing and their agents and employees an easement upon and across any Lot adjacent to a Lot owned by said member for the purpose of temporary support of ladders during cleaning, painting, and maintenance operations on said member's lot, and an easement over and across all walkways and sidewalks not dedicated to public use.

ARTICLE IX

Section 1. Notice to Board of Directors. An Owner who mortgages his lot shall, in writing, notify the Board of Directors of the name and address of the mortgagee, and in the event that his mortgage is transferred to another holder, the said lot owner shall notify, in writing, the Board of Directors of the name and address of the new holder of his mortgage. This information shall

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be maintained by the Board of Directors in a book entitled "Mortgages of Lots".

Section 2. Notice of Unpaid Common Charges or Other Default. The Board of Directors, whenever so requested in writing by a first mortgagee of a Lot shall promptly report any then unpaid common expenses due from, or any other default by, the Owner of the mortgaged Lot, which is not cured within sixty (60) days.

Section 3. Notice of Default. The Board of Directors, when giving notice to a Lot Owner of a default in paying common expenses or other default, shall send a copy of such notice to each first mortgagee with respect to such Lot.

Section 4. Examination of Records. Each Lot Owner and each first mortgagee of a Lot shall have the right to examine the books and records of the Association, during normal business hours.

Section 5. Consents of Mortgagees. Notwithstanding any provision of the within document, the By-Laws or the Articles of Incorporation, or any other instrument or document to the contrary, neither the owners, nor the Board of Directors shall, without first obtaining the consent in writing of at least seventy-five (75%) percent of the first mortgagees, commence the following:

- (a) abandonment of the Planned Unit Development by a dissolution of the Association and a revocation of the within document and the By-Laws of the Corporation;
- (b) partition or subdivision of any of the Common Areas which are held by the Association;
- (c) sale, transfer, conveyance or encumbrance of any portion of the Common Area (it being understood that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Lot Owners shall not be deemed a transfer);
- (d) modification of the method of determining the assessments, obligations, dues or other charges which may be levied against an owner;
- (e) waive or abandon any portion of the aforesaid Declaration, By-Laws, Articles of Incorporation pertaining to the architectural control, maintenance of party walls, common fences and driveways, for upkeep of lawns and plantings in the property covered by the said documents;
- (f) use the proceeds of hazard insurance for losses to any Common Area property for other than the repair, replacement or reconstruction of such improvements;
- (g) abandonment of and failure to maintain fire and extended coverage on insurable common areas on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement costs).

ARTICLE X

RIGHTS OF MORTGAGEES

Section 1. Payment of Taxes and Insurance Premiums. There is hereby reserved unto all first mortgagees of any Lots, whether acting jointly or singly the right to pay real estate taxes or other charges which are in default and which may or have become a lien against any of the Common Area owned by the Association and to pay any premiums in arrears on hazard insurance policies or to secure new hazard insurance coverage in the event of a lapse of a policy covering such Common Area and it is covenanted and agreed that the said mortgagees making the payments as aforesaid shall be entitled to reimbursement for

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monies so spent, said reimbursement to be made by the said Association.

Section 2. Payment of Assessments. Any first mortgagee or beneficiary under a Deed of Trust who comes into possession of a Lot pursuant to the remedies provided for in the first mortgage or first deed of trust, foreclosure of the said mortgage or deed of trust, or deed, or assignment in lieu of foreclosure, shall take title to the Lot free of any claims for unpaid assessments or charges against the Lot on which said first mortgage or first deed of trust was secured which accrue prior to the time that the holder of the first mortgage or beneficiary under the said first deed of trust comes into possession of the Lot, (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all lots including the mortgaged Lot).

Section 3. Attendance at Meetings. Any institutional mortgagees of any Lot who desires notice of the annual and special meetings of Association and the Board of Directors shall notify the Secretary to that effect by Certified Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice to each annual or special meeting, as aforesaid, to each such institutional mortgagee, in the same manner and subject to the same requirements and limitations as are provided for with respect to Notice of such meetings to the Lot Owners or the Board of Directors, as the case may be. Any such institutional mortgagee shall be entitled to designate a representative to attend any such annual or special meeting and such representative may participate in the discussion at any such meeting and may, upon his request made to the chairman of the meeting in advance of the meeting, address the Lot Owners or the Board of Directors, as the case may be, present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to a copy of the minutes of all meetings of the Association and the Board of Directors upon request made in writing to the Secretary.

ARTICLE XI

Additional land within the area described in Deed Book 3316, Page 164 of the land records of Montgomery County, Maryland, may be annexed by the Declarant without the consent of members within seven (7) years of the date of this instrument.

ARTICLE XII

Section 1. Enforcement. The Association, or any Owners, or the Maryland National Capital Park and Planning Commission (or its successors), or Montgomery County, 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 judgment or court order shall in no wise affect any other provision 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 be automatically

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extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) 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. No amendment shall be made until the Maryland National Capital Park and Planning Commission (or its successor) or Montgomery County has approved the amendment. Any such instrument shall become effective upon recordation.

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.

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 and the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment to this Declaration of Covenants, Conditions and Restrictions.

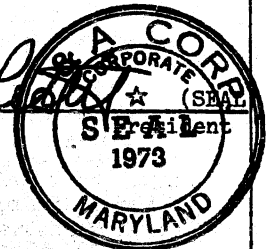
IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal on this 8th day of August, 1978.

Attest:

Barbara G. Melvin
Barbara G. Melvin, Secretary

D & A CORP.

BY John H. Pettit
John H. Pettit, President



STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 8th day of August, 1978, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN H. PETTIT who acknowledged himself to be the President of D & A CORP. and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.

IN TESTIMONY WHEREOF, I hereunto set my hand and official

Donna E. Hoffacker
Donna E. Hoffacker, Notary Public

My Commission expires July 1, 1982



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SCHEDULE A

Lots numbered 31 through 58, both inclusive, in Block lettered A; Lots numbered 5 through 10, both inclusive, in Block lettered B; in the subdivision known as "PLAT ONE, PART OF BLOCKS A AND B, THE PLANTATIONS" as per Plat thereof duly recorded among the Land Records for Montgomery County, Maryland, in Plat Book 101, at Plat 11454; and

Lots numbered 24 through 30, both inclusive, in Block lettered A; Lots numbered 11 through 15, both inclusive, in Block lettered B; Lots 1 through 7, both inclusive, in Block lettered E; Lots 32 through 37, both inclusive, in Block lettered G; in the subdivision known as "PLAT TWO, PART OF BLOCKS A, B, E AND G, THE PLANTATIONS" as per Plat thereof duly recorded among the Land Records for Montgomery County, Maryland, in Plat Book 101, at Plat 11455; and

Lot 10 Block D, in Block lettered D; Lots 8 and 21 and 22, in Block lettered E; and Lots 38 through 42, both inclusive, in Block lettered G; in the subdivision known as "PLAT THREE, PART OF BLOCKS D, E, G AND H, THE PLANTATIONS" as per Plat thereof duly recorded among the Land Records for Montgomery County, Maryland, in Plat Book 101, at Plat 11456.

SCHEDULE B

Lots numbered 9 through 20, both inclusive, in Block lettered E, in the subdivision known as "PLAT THREE, PART OF BLOCKS D, E, G AND H, THE PLANTATIONS", as per Plat thereof duly recorded among the Land Records for Montgomery County, Maryland, in Plat Book 101, at Plat 11456.

SCHEDULE C

Parcel lettered A, in Block lettered E, in the subdivision known as "PLAT 2, THE PLANTATIONS" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 101 at Plat 11455.

Parcel lettered C, in Block lettered E, in the subdivision known as "PLAT THREE, THE PLANTATIONS" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 101 at Plat 11456.

SAVING AND EXCEPTING from Parcel C, Block E all of that land described in Schedule D hereof, containing 0.1380 acres of land to be used for parking area.

SCHEDULE D

Being a strip or parcel of land lying and being in Montgomery County, Maryland, and being part of the land conveyed by Alvin I. Brown, Donald L. Brown, William Gasperow and Sylvia R. Gasperow, his wife, to D & A Corp., by deed dated August 18, 1976, and recorded among the Land Records of Montgomery County, Maryland, in Liber 4833 at Folio 710 and also being part of Parcel C, Block E as Shown on a plat of subdivision entitled "The Plantations" and recorded in Plat Book 101 as Plat 11456 among the aforesaid Land Records, and being more particularly described as follows:

Beginning for the same at the beginning of curve number 3 on the northerly right-of-way line of Ambergate Court as shown on the aforesaid plat of subdivision; thence running westerly with part of said curve number 3 deflecting to the right having an

1. Arc length of 44.53 feet and a radius of 136.33 feet and a chord bearing and length of S50°07'25"W 44.34 feet to a point; thence leaving said right-of-way line and running so as to cross and include a part of Parcel C
2. N30°31'06"W 20.00 feet to a point; thence running with a curve deflecting to the left having an
3. Arc length of 38.00 feet and a radius of 116.33 feet and a chord bearing and length of N50°07'25"E 37.83 feet to a point of tangency; thence
4. N40°45'56"E 18.59 feet to a point; thence
5. N43°42'49"W 3.93 feet to a point of curvature; thence running with a curve deflecting to the right having an
6. Arc length of 95.84 feet and a chord bearing and length of N01°28'27"W 87.39 feet to a point of tangency; thence
7. N40°45'56"E 45.00 feet to a point; thence
8. S49°14'04"E 20.00 feet to a point; thence
9. N40°45'56"E 20.00 feet to a point; thence
10. S49°14'04"E 72.00 feet to a point; thence
11. S40°45'56"W 29.00 feet to a point on curve number 9 being the cul-de-sac right-of-way line of Ambergate Court as shown on the aforesaid plat of subdivision; thence running with part of said curve number 9 deflecting to the left having an
12. Arc length of 165.99 and a radius of 45.00 feet and a chord bearing and distance of S61°57'40"W 86.65 feet to the end of curve number 9; thence running with curve number 6 deflecting to the right having an

13. Arc length of 35.87 feet and a radius of 24.33 feet and a chord bearing and length of $S61^{\circ}28'27''E$ 32.71 feet to a point of tangency; thence
14. $S40^{\circ}45'56''W$ 14.66 feet to the place of beginning containing 6,012 square feet or 0.1380 of an acre of land

Subject to easements and/or rights-of-way of record.

1978 OCT -5 PM 2:10

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT made this 4th day of October, 1978, by D & A CORP., a Maryland Corporation.

WHEREAS, D & A CORP. did execute a certain document entitled Declaration of Covenants, Conditions and Restrictions dated August 8, 1978 and recorded among the Land Records of Montgomery County, Maryland, on August 15, 1978 in Liber 5186 at Folio 723, and

WHEREAS, ARTICLE II, SECTION 1(a), ARTICLE II, SECTION 5, and ARTICLE IV SECTION 2 made reference to a swimming pool, related facilities and appurtenances thereunto appertaining, and

WHEREAS, it has been determined that the Declarant, D & A CORP., will not be constructing a swimming or any swimming pool facilities or appurtenances, therefore, it becomes necessary to amend said Declaration by the deletion therefrom of the aforesaid Sections which mention a swimming pool and facilities, to wit: Article II, Section 1(a), Article II, Section 5 and a portion of the wording of Article IV, Section 2, and

WHEREAS, it has been further determined that because of the nature of the dwelling units to be constructed, Article VIII, Sections 10 and 12 are unnecessary and should be deleted from said Declaration.

NOW, THEREFORE, THIS AMENDMENT WITNESSETH that the said D & A CORP., for itself, its successors and assigns, does hereby amend the aforesaid Declaration of Covenants, Conditions and Restrictions recorded in Liber 5186 at Folio 723, as follows:

1. That Article II, Section 1 shall be amended by the deletion in full of (a) thereunder and Article II shall be further amended by the deletion in full of Section 5 under said Article II and Article IV, Section 2 shall be amended by the deletion of the following words in said Section 2, to wit:

"and for the maintenance, operation and repair of the swimming pool and appurtenances thereto".

And shall be further amended by the deletion of the punctuation mark "comma"

(,) and there shall be substituted in lieu thereof the punctuation mark "period" (.)

LAW OFFICE
BETTS, CLOGG
& MURDOCK
JEFFERSON BUILDING
ROCKVILLE, MARYLAND
424-4400

7230
NSC
CLERK M.C.
FOLIO 5129
5-78

11

2. That Article VIII, shall be amended by the deletion in full of Sections 10 and 12.

The terms and conditions of the aforesaid Declaration recorded among the Land Records of Montgomery County, Maryland in Liber 5186 at Folio 723, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, D & A CORP. has hereunto set its corporate seal and signature this 4th day of October, 1978.

D & A CORP.

Attest:

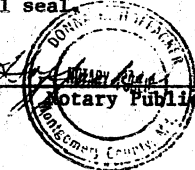
Barbara G. Melvin
Barbara G. Melvin, Secretary

By *John H. Pettit* (SEAL)
John H. Pettit, President

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 4th day of October, 1978, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN H. PETTIT, who acknowledged himself to be the President of D & A CORP. and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal

Dorcas E. ...
Notary Public


My Commission expires July 1, 1982

LAW OFFICE
BETTS, CLOGG
& MURDOCK
JEFFERSON BUILDING
ROCKVILLE, MARYLAND
424-6400

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS AMENDMENT made this 14th day of MAY, 1980, by
D & A CORP., a Maryland Corporation.

WHEREAS, D & A CORP. did execute a certain document entitled
Declaration of Covenants, Conditions and Restrictions dated
August 8, 1978 and recorded among the Land Records of
Montgomery County, Maryland, on August 15, 1978 in Liber 5186
at Folio 723, and

WHEREAS, in the preamble in said Declaration it was stated
that the Declarant was the owner of property described in
Schedule A, and

WHEREAS, in fact, there were attached to said Declaration
in addition to Schedule A, Schedules B, C and D, and

WHEREAS, the Declarant as the Land Records will
demonstrate, was the owner at the time of execution and
recording of said Declaration, of property described in
Schedules B, C and D and it was only through inadvertance
that the letters "B", "C" and "D" were omitted from the
Declaration.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the said
D & A CORP., for itself, its successors and assigns, does
hereby amend the aforesaid Declaration of Covenants, Conditions
and Restrictions recorded in Liber 5186 at Folio 723, as follows:

1. That the second unnumbered paragraph on page 1 of
the Declaration, beginning with the word "whereas" shall be
amended by changing the word "Schedule" to "Schedules" and
adding after the letter "A", the letters "B", "C" and "D".

The terms and conditions of the aforesaid Declaration
recorded among the Land Records of Montgomery County, Maryland
in Liber 5186 at Folio 723, except as amended heretofore and
herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, D & A CORP., has
hereunto set its corporate seal and signature this 14 day of
MAY, 1980.

MISC. 7.00
SUBTOTAL 7.00
CHECK 7.00
MAY 19 80

LAW OFFICE
BETTS, CLOGG
& MURDOCK
JEFFERSON BUILDING
ROCKVILLE, MARYLAND
424-0400

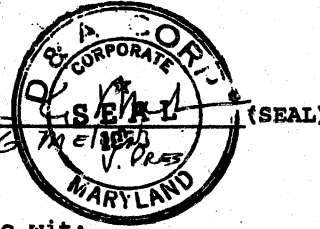
700

Attest:

Richard B. DeWitt
Richard B. DeWitt, Secretary

D & A CORP.

By *BARBARA G. MELVIN*
BARBARA G. MELVIN



STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 14 day of MAY, 1980, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BARBARA G. MELVIN who acknowledged himself to be the VICE PRESIDENT of D & A CORP. and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires: 7/18/82

Josephine Sibley
JOSEPHINE SIBLEY, Notary Public
Montgomery Co., Md.

