

**SUMMIT CREEK
COMMUNITY ASSOCIATION**

**DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS**

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SUMMIT CREEK COMMUNITY ASSOCIATION, INC.

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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EXHIBITS

- Exhibit "A" Description of Lots and Common Area
- Exhibit "B" Description of Common Area
- Exhibit "C" General Plan of Development

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SUMMIT CREEK COMMUNITY ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on the date hereinafter set forth by Realty Investment Associates III, a Maryland general partnership, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in the County of Prince George's, State of Maryland, described in Exhibit "A" attached hereto and incorporated by reference herein (hereinafter referred to as the "Property" as defined in Section 1.17); and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities within the residential community to be created and developed on the Properties (as herein defined) and to establish a method for the maintenance of the common areas and other community facilities and other property as set forth herein, and to this end, desires to subject the Property described in Section 1.16 of Article I hereof to the covenants, restrictions, reservations, easements, charges and liens, hereinafter set forth, each and all of which are for the benefit of said Property and each and every subsequent owner of any and all parts; and to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas, community facilities and such other property as set forth herein, administering and enforcing the within covenants and restrictions and collecting and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed the SUMMIT CREEK COMMUNITY ASSOCIATION, INC., as a non-stock, non-profit corporation under the laws of the State of Maryland for the purposes of carrying out the powers and duties set forth herein.

NOW, THEREFORE, the Declarant hereby declares that the property described in Exhibit "A" and any additional property which may be hereafter subjected to this Declaration pursuant to the provisions of Article II hereof, is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, reservations, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said Property, and shall run with and bind the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said Property and improvements, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

ARTICLE I
DEFINITIONS

Section 1.01. "Association" shall mean and refer to the Summit Creek Community Association, Inc., a non-stock, non-profit corporation, its successors and assigns.

Section 1.02. "Common Area" shall mean and refer to all real property described in Exhibit "B" attached hereto, together with such additional property as may hereafter be subjected to this Declaration by Supplementary Declaration, pursuant to the provisions of Article II, and all personal property owned or leased by the Association or otherwise available to the Association (including the improvements thereto), for the common use and enjoyment of the Owners.

Section 1.03. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including a reasonable reserve, all as may be found to be necessary or appropriate by the Board of Directors. Common Expenses may include expenses funded with Neighborhood Assessments.

Section 1.04. "Declarant" or "Developer" shall mean and refer to Realty Investment Associates III, a Maryland general partnership, its successors and assigns; provided however, that the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant shall not inure to the benefit of or burden the successors and assigns of the Declarant except to the extent that any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successor or assign by an instrument in writing, which shall be recorded among the Land Records of Prince George's County, Maryland.

Section 1.05. "Eligible Mortgage Holder" shall mean a holder of a first mortgage on a Lot who has requested notice from the Association of amendments to the Association documents or notice of other significant matters which would affect the interests of the mortgagee.

Section 1.06. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property upon which it is intended that a dwelling unit be constructed (including, without limiting the generality of the foregoing, single-family detached homes, carriage homes, townhomes, and/or other single-family attached homes).

Section 1.07 "Model Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property upon which it is intended that a dwelling unit be constructed (including, without limiting the generality of the foregoing, single-family detached homes, carriage homes, townhomes, and/or other single-family attached homes) for use as models of those dwelling units available for purchase in the Community.

Section 1.08. "Member" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association.

Section 1.09. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration and the By-Laws, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration and the By-Laws, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot.

In any event any mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA"), then as to such mortgage the expressions "mortgagee" and "institutional mortgagee" include the FHA or the VA, as the circumstances may require, acting, respectively, through the Federal Housing Commissioner and the Commissioner of Veterans Benefits or through other duly authorized agents.

Section 1.10. "Neighborhood" shall mean and refer to any group of Lots which are all subject to the same Supplementary Declaration establishing that Neighborhood, or shall refer to any geographic area or group of Lots having the same type of dwelling unit constructed thereon, such as, without limitation, single-family detached dwellings, and/or other single-family attached dwellings; provided, however, that the Declarant or the Board of Directors of the Association may designate any group of Lots and/or dwellings as a Neighborhood notwithstanding the geographic location of such Lots or dwelling units or the type of dwelling units situated upon such Lots.

Section 1.11. "Neighborhood Assessments" shall mean assessments for those portions of the Common Expenses, if any, which are incurred in connection with the promotion of the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of the Lots against which the specific Neighborhood Assessment is levied and for maintaining the properties within a given Neighborhood, as may be specifically authorized by the Board of Directors from time to time. Neighborhood Assessments shall be levied equally against all Owners of Lots in a Neighborhood for such purposes that are authorized by the Declaration and by the Board of Directors from time to time, provided that in the event of assessments which benefit one or more but less than all of the Lots within a Neighborhood, such assessments (that are for the use and benefit of particular Lots) shall be levied upon a pro-rata basis among the benefited Owners.

Section 1.12. "Neighborhood Advisory Council" shall mean and refer to committees comprised of the Owners and/or residents of Lots within any particular Neighborhood which shall be selected by the Owners and residents of the Lots within such Neighborhood in accordance with the provisions of the By-Laws or, if not created pursuant thereto, which may be appointed from time to time by the Board of Directors with respect to such Neighborhood. A Neighborhood Advisory Council shall serve as an advisory committee to the Board of Directors with respect to issues and matters of particular concern to that Neighborhood, including, but not limited to, the amount of the Neighborhood Assessments (if any), and the manner of the maintenance and repair of the properties within the Neighborhood or the Common Area (if any), including any improvements situated thereon, architectural control (approval and disapproval of modifications, alterations or construction of improvements on Lots within such Neighborhood) and other related matters. The recommendations of a Neighborhood Advisory Council shall not be binding on the Board of Directors; provided, however, the Board of Directors shall make a reasonable effort to implement such recommendations unless to do so would not be in the best interest of the Association as determined by the Board of Directors in its sole discretion.

Section 1.13. "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.14. "Participating Builder" shall mean and refer to any grantee of the Declarant who is conveyed a Lot for the purpose of constructing a dwelling on such Lot, except to the extent that any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successor or assign by an instrument in writing and recorded.

Section 1.15. "Project" and the "Community" as used in the Declaration, means that certain community being developed by the Declarant in Prince George's County, Maryland, known as "SUMMIT CREEK".

Section 1.16. "Property" or "Properties" shall mean and refer to all real property described in Exhibit "A" attached hereto, together with such additional property as may hereafter be subjected to this Declaration by Supplementary Declaration, pursuant to the provisions of Article II.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION

Section 2.01. Initial Property Subject to the Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Prince George's County, State of Maryland, and is more particularly described on Exhibit "A" attached hereto.

Section 2.02. Annexation. Declarant or its designees shall have the unilateral right, privilege and option from time to time at anytime until all property described on Exhibit "C" attached hereto and made a part hereof has been subjected to this Declaration or until ten (10) years after the date of recordation of this Declaration, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "C". In addition, so long as there are Class B members of the Association, other additional property may be annexed to the Property without the consent of the Class A members of the Association, if any, for a period of ten (10) years after the date of recordation of this Declaration. In either case, the scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the Property as hereinafter provided.

Subject to the consent of the owner thereof, the Association may annex real property other than that described on Exhibit "C", and following the expiration of the right reserved to Declarant in Section 2.02 above, any property described on Exhibit "C", to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of a majority of the Class "A" members of the Association (other than those held by Declarant) present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with this Article. Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions among the Land Records for Prince George's County, Maryland, which Supplementary Declaration shall extend the scheme of the within Declaration of Covenants, Conditions and Restrictions to such annexed property.

So long as any lot is encumbered by a deed of trust or mortgage which is guaranteed by the VA or insured by the FHA, no annexation shall be made pursuant to this Article, or otherwise, except following a determination by the VA or the FHA that the annexation conforms to a general plan for the development (Exhibit "C") of the community previously approved by the VA or the FHA or, if no such general plan has been approved by the VA or the FHA, except following the prior written approval of the VA or the FHA.

Any Supplementary Declaration of Covenants, Conditions and Restrictions made pursuant to the provisions of this Article may contain such complementary or supplemental additions and modifications to the covenants and restrictions set forth in the within Declaration as may be considered necessary by the maker of such Supplementary Declaration of Covenants, Conditions and Restrictions to reflect the different character or use, if any, of the annexed property.

Every owner of a Lot in property annexed as provided herein shall have an easement of enjoyment in and to the Common Area and such other rights of use as provided in Section 3.01 herein.

Section 2.03. Deannexation. So long as there are any Class B Members the Declarant may deannex any property from the Property for a period of five (5) years from the date of recordation of this Declaration. Such deannexed property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which affect the deannexed property. Such deannexation shall be made by recording a Supplementary Declaration among the Land Records of Prince George's County, Maryland, withdrawing the effect of the covenants and restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

So long as any Lot is encumbered by a deed of trust or mortgage which is guaranteed by the VA or insured by the FHA, no deannexation shall be made pursuant to this Article, or otherwise, except following a determination by the VA or the FHA that the deannexation is not contrary to a general plan for the development of the community previously approved by the VA or the FHA or, if no such general plan was approved by the VA or the FHA, except following the prior written approval of the VA or the FHA.

Section 2.04. Construction of Recreational Facilities/Amenities. The proposed recreational facilities/amenities will be designed, phased, and constructed in accordance with the Recreational Facilities Agreement for Summit Creek to be entered into by and between the Maryland-National Capital Park and Planning Commission and Declarant, and to be recorded in the land records of Prince George's County, Maryland.

Section 2.05. Acquisition of Additional Common Area. Declarant may convey to the Association additional real property, improved or unimproved, located within the properties described in Exhibits "A" or "B" which upon conveyance or dedication to thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 2.06. Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibits "A", "B", or "C" hereof.

ARTICLE III PROPERTY RIGHTS

Section 3.01. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of use, access and enjoyment, in common with others, in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable and uniform admission and other fees for the use of the Common Area by Owners and their guests, lessees or invitees;

(b) the right of the Association to suspend the voting rights and rights to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association; provided, however, such Owner is given reasonable notice of such violation and an opportunity for a hearing;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes as are consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members. Such dedication or transfer shall be subject to the provisions set forth in Sections 8.07 and/or 8.08 hereof;

(d) the right of the Association to limit the number of guests of Members with respect to the use of the Common Area and facilities situated thereon;

(e) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and facilities situated thereon;

(f) the right of the Association to provide for the exclusive use by Members of certain designated parking spaces within the Common Area;

(g) the right of the Association, the Declarant, utility companies and other owners with respect to the easements established in this Declaration;

(h) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of two-thirds (2/3) of each class of the Members, voting separately, to borrow money for the purpose of improving or increasing the Common Area and any facilities situated thereon in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to mortgage any of the Common Area and facilities situated thereon. Said mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the Members and if necessary to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the Members hereunder shall be fully restored; provided that, under no circumstances shall the rights of the members of ingress, egress and parking be affected.

(i) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration;

(j) the right of the Association, acting by and through its Board of Directors, to grant easements, licenses or other rights of use to persons or entities who are not Members for such consideration and on such terms and conditions as the Board of Directors may from time to time consider appropriate; provided, however, that no such easements, licenses or other rights of use shall be unreasonably and permanently inconsistent with the rights of Members to the use and enjoyment of the Common Area and any facilities situated thereon;

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Section 3.02. Limitations.

(a) Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any Member of the Association to use any private streets and roadways located upon the Common Area (including, without limitation, any private streets and roadways located within any Neighborhood) for both vehicular and pedestrian ingress and egress to and from his Lot and for parking; provided, however, that the Board of Directors may limit the use of parking spaces within a Neighborhood to Members within such Neighborhood.

(b) Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any Member of the Association to use the Common Area and any facilities situated thereon for necessary, ordinary and reasonable pedestrian ingress and egress to and from his Lot or to suspend any easement over the Common Areas or any facilities situated thereon for storm water drainage, electrical energy, water, sanitary sewer, natural gas, CATV or similar service, telephone service or similar utilities and services to the Lots.

Section 3.03. Delegation of Use. Any Member may delegate, in accordance with the By-Laws and Rules and Regulations of the Association, his right of enjoyment to the Common Area and any facilities situated thereon to the members of his family, his tenants, guests, invitees, or contract purchasers who reside on the Property.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 4.01. Membership. Every Owner shall be deemed to have a membership in the Association. No Owner, whether one or more persons, shall have more than one (1) membership for each Lot owned. In the event the Owner of a Lot is more than one person or an entity, votes and rights of use and enjoyment shall be as provided herein.

Section 4.02. Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class A. With the exception of the Declarant, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot which is part of the Property or which otherwise becomes subject by the covenants set forth in this Declaration shall be a Class A member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote for each Lot in which such Member holds the interest required for Class A membership. Any owner of a Lot which is leased may, in the lease or other written instrument, assign the voting right for such Lot to the lessee, provided that a copy of such instrument is furnished to the Board of Directors or the

Management Agent prior to any meeting. When more than one person or entity holds such interest in any Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Board of Directors of the Association. In the absence of such advice, the vote for such Lot shall be suspended if more than one (1) person or entity seeks to exercise it, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be the Declarant and its designees, which shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership by specific assignment in writing from the Declarant. The Class B member shall be entitled to three (3) votes for each Class B membership. Each Class B membership shall terminate and become converted to a Class A membership on the first to happen of the following events:

(i) Ninety (90) days following the date on which the total votes outstanding with Class A membership equals or exceeds the total votes outstanding in the Class B membership; or

(ii) Eight (8) years from the date of recordation of this Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event, then the aforesaid eight (8) year period shall be extended by a period of time equal to the length of the delays or an additional four (4) years, whichever is less; or

(iii) Upon the surrender of said Class B memberships by the then holder(s) thereof for cancellation on the books of the Association.

Notwithstanding the above, in the event additional property is annexed as set forth in Article II hereof, before or after the dates specified in (i), (ii), or (iii) of Article VI, Section (b) above, then the Declarant shall be a Class B member as to each Lot which it owns in such annexed property subject to the limitations set forth in this Article IV.

Upon the termination or surrender of any of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A member of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant then holds the interest otherwise required for Class A membership.

The members of the Association shall have no preemptive rights, as such Members, to acquire any memberships of this Association that may at any time be issued by the Association except as may be specifically provided in this Article. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Whenever in this Declaration any action is required to be taken by a specified percentage of "each class of the then Members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding Class A members of the Association and by the specified percentage of the then outstanding Class B members of the Association. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then Members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 5.01. Creation of the Lien and Personal Obligation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article V. 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. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made, provided the requirements of the Maryland Contract Lien Act, if applicable, have been fulfilled. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by such successors.

Section 5.02. 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 Property and for the improvement and maintenance of the Common Area, the payment of real estate taxes, assessments and utility services for the Common Area, and management fees, administration expenses, insurance and all other costs and expenses incurred by the Association in the proper conduct of its activities, including, without limitation, reserves for replacements or contingencies, charges accruing under any cross-easement or reciprocal easement agreements, or charges accruing with respect to off-site facilities required to be maintained by the Association or which the Association elects to maintain whether or not such facilities are located within the Property.

Section 5.03. Initial Maximum Annual Assessment. The initial maximum annual assessment shall be the amount set forth in a Supplementary Declaration to be recorded among the Land Records of Prince George's County prior to the conveyance of Lots to Class A members.

Section 5.04. Class A Membership Maximum Annual Assessment. Until January of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be the amount set forth in a Supplementary Declaration to be recorded among the Land Records of Prince

George's County, Maryland. Upon resolution of the Board of Directors, installments of annual general assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis. Any Class A member may prepay one or more installments on any annual general assessment levied by the Association, without premium or penalty.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased, without a vote of the Class A membership, by an amount equal to (i) ten percent (10%) of the maximum assessment for the preceding year, plus (ii) the amount by which any ad valorem real estate taxes and insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year, plus (iii) the amount by which the Association has incurred or anticipates incurring increased operating expenses by reason of the completion, annexation or addition of facilities within the Common Areas, plus (iv) the amount by which the Association has incurred or anticipates incurring additional obligations or responsibilities in performing its duties and responsibilities in accordance with this Declaration.

(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 ten percent (10%) 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 that purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximums as hereinbefore set forth, except as set forth above in Section 5.04(b).

Section 5.05. Class B Membership Maximum Annual Assessment. The Class B member shall be required to pay twenty-five percent (25%) of the annual assessment applicable to Class A members on the Lots or Units it owns and that have been annexed into the Association. Assessments for the Class B member shall commence in accordance with Section 5.12 herein.

Lots owned by Participating Builders shall be subject to an assessment equal to fifty percent (50%) of the assessment applicable to Class A members. Assessments for Participating Builders shall commence when a Lot is conveyed by the Declarant to the Participating Builder and shall end as to each Lot when such Lot is conveyed by the Participating Builder to a Class A member, as further set forth in Section 5.12 herein.

Notwithstanding any provision contained in this Declaration to the contrary, Declarant hereby covenants and agrees for the benefit of each Class A member to pay any and all expenses incurred by the Association during the Deficit Period (as such term is hereinafter defined) in furtherance of its purposes to the extent that the annual and special assessments levied during the Deficit Period are insufficient to pay such expenses; provided, however, that at such time as the Declarant has paid what would equal one hundred percent (100%) of the assessments for its Lots, had it not been exempted from the payment of assessments (or entitled to a reduced assessment, as applicable), then the Declarant shall only be obligated to pay any further assessments during that annual period in an amount equal to what would be due for such Lots had they been owned by a Class A member. As used herein, the

term "Deficit Period" shall mean that period of time commencing on the date of recordation of this Declaration and ending on the earlier of (i) the date on which the Class B membership lapses and becomes a nullity in accordance with the provisions of this Declaration; or (ii) the date upon which the Declarant, in a writing recorded among the Land Records of Prince George's County, Maryland, declares that it (from the date specified in such recorded writing) waives its right to not pay any assessments (or its right to pay reduced assessments, as applicable on Lots owned by the Declarant in accordance with this Section 5.05. The Declarant may make such declaration with respect to less than all of the Lots owned, to be owned or to be brought within the jurisdiction of the Association in which event the Deficit Period shall terminate only with respect to those Lots specifically described.

If the Board of Directors determines that the functions of the Association may be properly funded by an annual assessment less than the Initial maximum annual assessment to be determined as set forth above, or less than the maximum annual assessment subsequently increased pursuant to this Section 5.05, then the Board of Directors may levy such lesser assessment as it deems appropriate. The levy of an annual assessment less than the maximum annual assessment for any year shall not affect the right of the Board of Directors to levy an annual assessment as to the full amount of the maximum annual assessment in any subsequent years.

Section 5.06. Operating Budget. The Board of Directors shall make a reasonable effort to prepare a budget at least thirty (30) days before the beginning of the fiscal year. The budget shall include the estimated costs of operating the Association during the coming year and shall also include an amount sufficient to establish and maintain a reserve fund in accordance with a reserve fund budget separately prepared by the Board of Directors pursuant to this Declaration. The Board of Directors shall cause a copy of the budget, and the amount of the assessments to be levied against each Lot for the following year, to be delivered to each Owner at least fourteen (14) days prior to the commencement date of the new assessments. The budget and the assessments shall become effective unless a special meeting of the Association is duly held and at such special meeting the budget and the assessments are disapproved by a vote of at least a majority of both classes of the total Association membership.

Notwithstanding the foregoing, however, in the event the membership disapproves the budget or the Board of Directors fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 5.07. Reserve Fund Budget and Contribution. The Board of Directors shall annually prepare a reserve fund budget which shall take into account the number and nature of replaceable assets of the Association, the expected life of each asset, and the expected repair or replacement cost of each asset. The Board of Directors shall set the required reserve fund contribution, if any, in an amount sufficient to meet the projected reserve

needs of the Association, as shown on the reserve fund budget, with respect both to amount and timing by the imposition of annual assessments over the period of the budget. The reserve fund contribution shall be fixed by the Board of Directors and shall be included within the budget and assessment, as provided in Section 5.06. Such reserve fund contribution shall be payable as part of the general assessment. A copy of the reserve fund budget shall be distributed to each Owner in the same manner as the operating budget.

Section 5.08. Initial Capital Contribution. Each grantee from Declarant or its successors and assigns of a lot improved with a dwelling unit shall contribute a sum as hereinafter determined as a non-refundable, non-transferrable contribution to the working capital of the Association. Said contribution shall be in addition to, and not in lieu of, general or special assessments. Said contribution shall be in a sum equal to two (2) times the monthly assessment for Class A members only and be payable at the time title to said Lot is transferred from Declarant or its successors and assigns, or any subsequent resale of a Lot by a Class A member thereafter.

Section 5.09. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment or special assessments applicable to that year for such purposes as the Board of Directors may deem appropriate, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Association may also levy a special assessment against any Owner to reimburse the Association for costs incurred in bringing any Owner and his/her Lot into compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules of the Association. Such a special assessment may be levied upon the vote of the Board of Directors after notice to the Owner and an opportunity for a hearing before the Board of Directors.

Section 5.10. Notice and Quorum for any Action Authorized Under Section 5.09. Written notice of any meeting called for the purpose of establishing a special assessment in accordance with Section 5.09 shall be sent to all members not less than thirty (30) days 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 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 sixty (60) days following the preceding meeting.

Section 5.11. Variable Rate of Assessment. The Board of Directors may, from time to time, establish by Supplementary Declaration non-uniform rates of assessments for Lots within the Property, provided that such assessments are not in excess of the assessments authorized by Section 5.04. Such rates shall be based on actual costs incurred by the Association relating to the operation and maintenance of the Lots within the Property. The imposition of non-uniform rates of assessment shall rest solely at the discretion of the Board of Directors.

Section 5.12. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all of the Lots delineated on a particular subdivision plat, as listed in Exhibit "A" hereof, or as annexed hereto by Supplementary Declaration, on the first day of the month after which a lot has been conveyed to a Participating Builder on that particular subdivision plat. No assessment shall commence as to any lot delineated on any other such subdivision plat until a lot has been conveyed to a Participating Builder on that particular plat. However, the conveyance of a lot to a Participating Builder for use as a Model Lot shall not cause the commencement of assessments. Assessments for Model Lots and all other Lots delineated on a subdivision plat containing a Model Lot shall commence on the first day of the month after which the first Lot not designated as a Model Lot is conveyed to a Participating Builder on that particular plat. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall make reasonable efforts to 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 for the Association setting forth whether the assessments on a specified Lot have been paid, which certificate shall be binding on the Association as of the date of its issuance.

Section 5.13. Subordination of the Lien to Mortgages. As is more fully set forth in Article VI, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any First Mortgage (or the indebtedness secured thereby), which First Mortgage is recorded prior to recordation of such amendment, unless the holder thereof shall join in the execution of such amendment.

Section 5.14. Additional Default. Any recorded first mortgage secured by a Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protections extended to the holder of such mortgage (or the indebtedness secured thereby) by this Declaration shall not be altered, modified or diminished by reason of such failure.

ARTICLE VI
REMEDIES OF ASSOCIATION FOR NON-PAYMENT OF ASSESSMENTS

Section 6.01. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration (including Neighborhood Assessments), or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owners, their heirs, devisees, personal representatives and assigns; provided, however, that the requirements of the Maryland Contract Lien Act have been substantially fulfilled. The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland (or such lesser sum as VA and/or FHA may specify if any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is guaranteed by VA or insured by FHA), and may, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such reasonable penalty or "late charge" as the Board may fix, and the Association may fix, and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereinafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland containing a power of sale and consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, late charges, costs and reasonable attorneys' fees shall be added to the amount of each assessment.

To the extent requested in writing so to do by any such mortgagee, the Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

Section 6.02. Assessment Certificates. The Association shall upon demand at any time furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessments, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge which shall be established by the Board of Directors may be levied in advance by the Association for each certificate so delivered, if permitted by applicable law.

Section 6.03. Acceleration of Installments. Upon default in the payment of any one or more monthly installments or such other periodic installment of any assessment levied pursuant to this Declaration, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 6.04. Priority of Lien. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) general and special assessments for ad valorem real estate taxes on the Lot; and

(b) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessments provided for in this Declaration or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on account of any such assessments were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on such Lot and made in good faith and for value received and shall in no way affect the rights of the holder of any such deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments, and installments thereof, which have become due and payable prior to a sale or transfer of the Lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the Lot and made in good faith and for value received who comes into possession of the Lot pursuant to foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any other purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid maintenance assessments levied against the Lot which accrue prior to the time such holder comes into possession of the Lot or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid maintenance assessments resulting from a reallocation of such unpaid maintenance

assessments among the Lots upon the Property. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the purchaser at any foreclosure sale from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or in the indebtedness secured thereby) not otherwise entitled thereto.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 7.01. Architectural Change Approval (Modifications Committee).

(a) Except as provided below, prior to alteration of any dwelling unit and to any other improvement on any Lot including, but not limited to, landscaping, the erection of fences, construction of driveway, change in color to the exterior of any structure, and other improvements, all plans and specifications for any such alteration or improvement including, but not limited to, construction material, exterior color schemes, architectural drawings and any other material reasonably requested shall be submitted to and shall require the prior written approval of the Association, or a committee composed of three (3) or more representatives appointed by the Board of Directors of the Association ("Modifications Committee"). Aforesaid approval shall not be required for (i) construction or development by, for or under contract with the Declarant, (ii) any improvements to any Lot or to the Common Area or any facilities situated thereon accomplished by the Declarant concurrently with said construction and development; (iii) any new construction approved by the Declarant, or (iv) purposes of proper maintenance and repair.

(b) The Owner of a Lot shall submit to the Board of Directors or the Modifications Committee a building application on forms approved by the Board of Directors or the Modifications Committee together with two (2) complete sets of plans and specifications for any and all proposed improvements. Such plans shall include, but not be limited to, a plan or survey indicating the nature, kind, shape, height and location on the Lot of any proposed building, wall, fence, or driveway along with proposed construction material(s), color schemes and landscaping. The Owner shall also submit architectural plans of the proposed improvements to be constructed on the Lot, together with any other material reasonably required by the Board of Directors or the Modifications Committee.

The Board of Directors or the Modifications Committee shall approve or disapprove the plans and specifications, in writing, as to harmony of external design and location in relation to surrounding structures and topography and conformity with the design concept for the Property, within sixty (60) days after receipt of all materials reasonably requested. Failure to approve or disapprove the plans and specifications within this time period shall be deemed an automatic approval thereof by the Board of Directors or the Modifications Committee. The decision of the Board of Directors shall be final and the decision of the Modifications Committee shall be final to the extent provided in Section 7.04 below.

(c) With respect to any Lot or dwelling unit situated within a Neighborhood, the Board of Directors may grant to the Neighborhood Advisory Committee the right to approve any proposed construction, alteration or modification to such Lot or dwelling unit prior to submission of the plans and specifications therefor to the Board of Directors or the Modifications Committee. The Neighborhood Advisory Council shall have thirty (30) days from the receipt of all plans and specifications reasonably requested by such Neighborhood Advisory Council to approve or disapprove the requested construction, alteration or modification. Failure to approve or disapprove within such time period shall be deemed an automatic approval of such submission by the Neighborhood Advisory Council. The approval of any submission by the Neighborhood Advisory Council shall not be binding on the Board of Directors or Modifications Committee which may disapprove such submission in its sole discretion; provided, however, the Board of Directors or Modifications Committee shall reasonably attempt to affirm the approval of the Neighborhood Advisory Council (which approval was based on the action of the Neighborhood Advisory Council and not forbearance from action) unless to do so is not in the best interest of the Association as determined by the Board of Directors or the Modifications Committee, in its sole discretion. Approval of the Neighborhood Advisory Council based on forbearance from action shall not have any bearing or influence affecting the final decision of the Board of Directors or the Modifications Committee. The Modifications Committee or Board of Directors, in addition to having the right to disapprove the plans and specifications approved by the Neighborhood Advisory Council, may also request modifications or changes to such plans and specifications at its sole discretion. In the event the Board of Directors or the Modifications Committee fails to approve or disapprove the requested construction, alteration or modification within sixty (60) days after all said plans and specifications reasonably requested by the Board of Directors or the Modifications Committee have been received, approval will not be required and this Article will be deemed to have fully complied with.

(d) The approval by the Board of Directors or the Modifications Committee of any application, plans, plats or specifications shall in no way be construed as the approval by any applicable governmental agency, and the Owner of the Lot submitting such application, plats, plans or specifications shall be required to obtain any and all applicable permits, approvals or consents from such governmental agencies prior to the initiation of construction of any improvements on such Owner's Lot. The granting of approval by the Board of Directors or Modifications Committee shall in no way subject the Declarant, the Association, the Board of Directors or the members of the Modifications Committee (if applicable) to any liability resulting from the Owner's failure to obtain the necessary permits, approvals or consents from the applicable governmental agencies and such Owner shall indemnify and hold the Declarant, the Association, the Board of Directors and the members of the Modifications Committee (if applicable) harmless from such liability.

(e) Neither the Declarant, the Association, the Board of Directors nor the Modifications Committee, nor any agent or employee thereof, shall be liable or responsible in any way for any defect in any plans or specifications submitted, revised or approved in accordance with the provisions hereof nor shall such parties be liable or responsible for any injury or damage to persons or real or personal property resulting, directly or indirectly, from any work done or improvements which may be constructed, erected, installed, altered, replaced and/or repaired on any Lot according to any plans, specifications or applications submitted to the Board of Directors or the Modifications Committee pursuant to the terms of this Declaration whether such plans, specifications or applications were approved or disapproved pursuant to the terms hereof.

(f) The Board of Directors or the Modifications Committee shall have the right to charge a reasonable fee for reviewing each application in an amount not to exceed Fifty Dollars (\$50.00). Any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and the addition, change or alteration may be required to be restored to the original condition at the Owners' cost and expense. In any event, no such exterior addition to or change or alteration shall be made without approvals and permits therefor having first been obtained by the Owner from the applicable public authorities or agencies. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Section 7.01 shall not be applicable to the Declarant or any part of the Property owned by the Declarant.

Section 7.02. Initiation and Completion of Approved Changes. Construction or alterations in accordance with plans and specifications approved by (i) the Declarant or (ii) the Neighborhood Advisory Council (if applicable) and the Modifications Committee or Board of Directors pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Modifications Committee or Board of Directors (whether by affirmative action or by forbearance from action), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as (i) the Declarant or (ii) the Modifications Committee or Board of Directors shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by (i) the Declarant or (ii) the Neighborhood Advisory Council (if applicable) and the Modifications Committee or Board of Directors shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by (i) the Declarant or (ii) the Neighborhood Advisory Council (if applicable) and the Modifications Committee or Board of Directors without any prior consent in writing or (i) the Declarant or (ii) the Neighborhood Advisory Council (if applicable) and the Modifications Committee or Board of Directors. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Neighborhood Advisory Council (if applicable), the Modifications Committee or Board of Directors to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 7.03. Certificate of Compliance. Upon completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved in accordance with the provisions of this Article, (i) the Declarant or (ii) the Neighborhood Advisory Council (if applicable) and the Modifications Committee or Board of Directors shall, if so requested by the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate are in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 7.04. Rules and Regulations; Appeal of Modifications Committee Decision. The Modifications Committee or Board of Directors may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Modifications Committee shall be final except that any Member who is aggrieved by any action or forbearance from action by the Modifications Committee may appeal the decision of the Modifications Committee to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors. Two thirds (2/3) of the Board of Directors shall be required to reverse the decision of the Modifications Committee. The Neighborhood Advisory Council may also adopt and promulgate rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish statements of policy, standards, guidelines and/or establish criteria relative to architectural style or details, or other matters, it may consider appropriate and as approved by the Board of Directors.

ARTICLE VIII
USE RESTRICTIONS AND EASEMENTS

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 8.01. Permitted Uses. The Lots shall be used for residential purposes exclusively, and no dwelling shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot, dwelling, Common Areas, or improvement thereon, for promotional or display purposes, or as "model homes", a sales, leasing, management and/or construction office, or the like, and the Declarant shall have an easement for access to such facilities.

Section 8.02. Prohibited Uses and Nuisances. Except for the activities of the Declarant during the construction or development of the community, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Area:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling or any other part of the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any Lot.

(b) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling, or other part of the Property, except that this shall not prohibit the keeping of not more than a reasonable number of dogs, cats, or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes, and provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the Modifications Committee, shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot or other part of the Property.

(d) No hazardous material may be disposed of on any Lot or other part of the Property. All Members of the Association warrant that they will adhere to and abide by any and all laws, guidelines, conservation plans, etc. established by the State of Maryland, the Environmental Protection Agency and any authorized governmental authority with regard to the disposal of hazardous materials and the protection and preservation of the environment.

(e) No commercial truck or vehicle, junk vehicle, unregistered or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, recreational vehicle, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area and any facilities situated thereon) shall be kept upon the property, except within a garage, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Board of Directors or Modifications Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like, and may also promulgate such additional rules and regulations concerning the parking and use of vehicles within the Property as it may deem appropriate.

(f) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and after 6:00 p.m. on days prior to trash collection. Trash shall be stored in closed metal containers or containers constructed of other suitable materials, and shall not be stored or kept in the front or side yards of Lot. No incinerator shall be kept or maintained upon any Lot.

(g) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(h) No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways.

(i) Sheds, barns, stables and other out buildings shall be prohibited. No decorative lawn ornament, no structure of a temporary character, and no trailer, tent, shack, pen, kennel, run, or other building shall be erected, used or maintained on any Lot without the specific written approval of the Modifications Committee or Board of Directors as provided in Article VII.

(j) Except for entrance signs, directional signs, signs for traffic control or safety and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling provided, however, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling.

(k) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground nor shall wire lawn edging be permitted on any Lot.

(l) No play equipment, including, without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the front or sides of any dwelling; provided, however, that basketball backboards or hoops may be erected on Lots upon which is constructed, or will be constructed a single family detached home with the approval of the Board of Directors or the Modifications Committee as provided in Article VII.

(m) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(n) No outside television aerial or radio antenna, or other aerial or antenna for either reception or transmission; including, but not limited to, satellite dish antenna, shall be maintained upon the Property except that such aerials or antenna may be erected and maintained entirely within the dwellings located upon the Property.

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(o) Vegetable gardens shall be maintained only within the rear yard of any Lot and shall be screened from public view.

(p) Lawn furniture and play equipment shall be maintained only within that portion of a Lot that is screened from public view.

(q) No equipment or machinery (including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling) shall be stored in the front, rear or side yard on any Lot.

(r) No Member shall make any private or exclusive or proprietary use of any of the Common Area except with the specific approval of the Modifications Committee or the Board of Directors and then only on a temporary basis, and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

(s) Any fence constructed upon the Property shall not extend forward of the front building line of the dwelling on the Lot upon which any such fence is erected. No fence shall be more than six feet (6') in height. Stockade, chainlink and other wire fencing are specifically prohibited. (Wire fencing used in conjunction with split-rail type fencing may be utilized if approved by the Board of Directors or Modifications Committee as applicable.)

(t) Bed sheets, plastic sheets, newspapers, or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot.

(u) Children's play and similar equipment shall not be allowed to remain overnight within any front yard of any Lot or within the Common Area.

(v) No drying or airing of any clothing, bedding or similar materials shall be permitted outdoors and within any Lot other than within rear yards and clothes-hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times of usage.

(w) Above-ground pools shall be prohibited. Below-ground pools shall not be erected on any Lot without the specific written approval of the Modifications Committee or Board of Directors as provided in Article VII.

(x) No structurally sound or healthy trees having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) except during initial construction shall be removed from any Lot without the express written authorization of the Board of Directors or unless properly authorized by an appropriate governmental authority. The Board of Directors, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Properties. If it shall deem it appropriate, the Board of Directors may mark certain trees, regardless of size, as not removable without written authorization. Notwithstanding the foregoing, the removal of any trees within areas designated on the Tree Conservation Plan, or undisturbed areas as shown on the Specific Design Plan as approved by the Prince George's County Government, shall not be permitted.

(y) No window-unit air conditioners shall be used or maintained on any structure or Lot.

(z) The installation of storm/security doors containing grille work or wrought iron bars shall be prohibited.

(aa) Metal window security grates and/or bars shall be prohibited unless approved in writing by the Modifications Committee for basement windows only.

(bb) No commercial or professional office shall be maintained or operated on any Lot. No in-home day care facility, licensed or unlicensed, shall be allowed to operate on any Lot.

Section 8.03. Leasing. No Lot or Unit within the project, with the exception of leases entered into by Declarant, shall be rented for transient or hotel purposes, or in any event for an initial period of less than twelve (12) months. No portion of any Lot or Unit (other than the entire Lot or Unit) shall be leased for any period. Any owner of any Lot or Unit who shall lease such Lot or Unit shall promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors or the Management Agent. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Lot or Unit shall be subject and subordinate in all respects to the provisions of the Declaration and By-Laws and to such rules and regulations relating to the use of the Common Areas or other "house rules" as the Board of Directors may from time to time promulgate. The provisions of this Section shall not apply to any institutional mortgagee of any lot who comes into possession of the Lot or Unit as a result of a foreclosure sale or as a result of a proceeding in lieu of foreclosure.

Section 8.04. Rules and Regulations. There shall be no violation of any reasonable rules for the use of the Common Area or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and the Board of Directors is hereby elsewhere in this Declaration authorized to adopt such rules and regulations, provided each Owner is mailed or delivered a copy of the proposed rule(s) or regulation(s) and notice of the meeting of the Board of Directors at which such proposed rule(s) or regulation(s) will be discussed and/or adopted. A Neighborhood Advisory Council may also adopt reasonable rules and regulations with respect to the use of the Lots within such Neighborhood which are not in conflict with this Declaration, the By-Laws, the Articles of Incorporation or any rules and regulations promulgated by the Board of Directors, provided each Owner of a Lot within such Neighborhood is mailed or delivered a copy of such proposed rule(s) or regulation(s) and notice of the meeting of the Neighborhood Advisory Committee at which the proposed rule(s) or regulation(s) will be discussed and/or adopted, and provided such proposed rule(s) or regulation(s) receive Board of Director approval.

Section 8.05. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Declaration shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the

provisions or requirement of this Declaration or the rules and regulations adopted by the Board of Directors or a Neighborhood Advisory Committee, then the same shall be considered to have been undertaken in violation of this Declaration and without the approval of the Board of Directors or the Modifications Committee required herein, and upon written notice from the Board of Directors or the Modifications Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Board of Directors or the Modifications Committee and a reasonable opportunity for a hearing is given to the Owner and/or resident(s) of the Lot) to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitations) as provided in Article VI of this Declaration.

The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Declaration exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection; provided, however, the interior of a dwelling located on such Lot may not be entered pursuant to this paragraph unless such entry is necessary for the protection of any Lot or the Common Area as determined by the Board of Directors or its agents, employees, or committees.

Section 8.06. Exemptions. None of the foregoing restrictions shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing, leasing and sale of Lots or other parcels within the Property; or

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Area and any improvements situated thereon.

Section 8.07. Reservation of Easements and Rights by Declarant.

The following easements and rights are hereby declared or reserved for a period of ten (10) years from the date hereof:

(a) There is hereby reserved unto the Declarant [and to such other party(ies) as the Declarant may specifically, and in writing, assign such rights], for the benefit of the real property shown on Exhibit "C", such property to be hereinafter referred to as the "Benefited Property", a blanket

easement upon, across and under the Property (provided such easement does not encroach upon any building within the Property or unreasonably interfere with the use and enjoyment of the Property), for vehicular and pedestrian ingress and egress, curb cuts, slope, or grading easements, as well as for the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention, siltation, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles, pipes, lines and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property.

(b) There is further reserved unto the Declarant the right to erect entry features, promotional and other similar items within the Property, provided they do not unreasonably interfere with the use, operation and enjoyment of the Property.

Further, there is hereby reserved for the benefit of the Benefited Property a right of any owner (or its tenant, licensee, occupant or other party entitled to occupy any dwelling unit within the Benefited Property) of any dwelling within the Benefited Property to use any recreational or other similar facilities that may, from time to time, be located within the Property; provided, however, that: (i) as a condition precedent to the exercise of such rights, the intention to allow the use of such facility(ies) is specifically made by the Declarant pursuant to a written instrument recorded among the Land Records of Prince George's County, Maryland, and that such election, once made, shall not be revoked without the consent of the Declarant as well as at least seventy-five percent (75%) of the members of the Association; and (ii) the right to exercise such benefits, if not previously elected as provided in the immediately preceding provisions of (i) above, may be waived by the Declarant by a specific written waiver recorded among the Land Records of Prince George's County, Maryland, and that such election, once made, may not be revoked without the express prior written consent of at least seventy-five percent (75%) of the members of the Association and the Declarant; and (iii) if the rights contemplated by the provisions of (i) above are elected, then the parties benefiting from such rights to use the recreational facilities shall be obligated to pay their pro-rata share of the cost of maintaining, operating, and repairing such facilities, which share shall be computed by multiplying the total of such bona-fide costs times a fraction, the numerator of which shall be the number of completed dwelling units owned by the party from whom such contribution is sought and the denominator shall be the total number of completed dwelling units entitled to use such recreational facilities. The computation contemplated by the immediately preceding sentence shall be made at each time a contribution for such costs is sought. The elections contemplated by (i) and (ii) above may be made at any time and from time to time with respect to all or less than all of the facilities involved and, without limiting the generality of the foregoing, an election may be made under (i) above with respect to some facilities and pursuant to (ii) above with respect to others.

(c) An easement is hereby reserved to Declarant to enter the Common Area during the period of construction and sale of the Property, to construct and maintain such facilities and perform such operations as, in the sole opinion of Declarant, may be reasonably required by, convenient or incidental to the construction and sale of residences upon the property, including, without limitation, a business office, sales office, storage area, construction yards, signs, displays and model units. Declarant/Developer reserves the right to complete any and all obligations and improvements on the common areas or in the public utility easement (P.U.E.), as shown on the subdivision plat(s) or approved construction plans for the Property, until such time as it obtains the release of all surety, bonding and liability for any and all obligations from the applicable governmental authority. All Members of the Association warrant that they will not disurb, remove, or destroy any improvement made by the Declarant/Developer on the common areas or in the public utility easement.

(d) Declarant also reserves the right to enter into the Common Area for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or material in the Property or the improvements thereon.

(e) For a period of ten (10) years from the date of the conveyance of the first Lot, the Declarant reserves a blanket easement on, over and under the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

(f) Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary in order to give effect to the foregoing easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Property; provided, however, that if requested by the Declarant, any party having an interest in the Property shall promptly join in and execute such confirmatory easements and other agreements.

Section 8.08. Declaration of Easements and Rights for all Owners.

(a) Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots and Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, errors in placement of fences, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of

said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

(b) Each Lot shall further be subject to a public pedestrian access easement over and upon any sidewalk (or the replacement thereof) constructed on the Lot by the Declarant, which sidewalk is reasonably deemed to be for the use of the community of which the Lot is a part.

(c) The rights and duties of the Owners and the Association with respect to sanitary sewer and water, electricity, gas and telephone lines and facilities shall be governed by the following:

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

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

(iii) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the costs thereof, then such dispute shall be referred to arbitration. Each part shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, and shall be binding upon the parties. Pursuant to Maryland law, judgment upon the award of the arbitrators may be maintained in any court of law with jurisdiction thereupon.

(d) The Association shall have an easement to enter any portion of the Property for the performance of its duties hereunder; provided that such easement shall not entitle the entry within the interior portion of any dwelling located on the Property, but (by way of illustration only and not in limitation of the rights granted herein) shall permit the entry into fenced, or other similar areas of the Property.

ARTICLE IX
MAINTENANCE

Section 9.01. Lot Maintenance. Except as otherwise specifically provided in this Declaration, each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon, the Board of Directors or its agent shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair, maintenance or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article V hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish any such lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 9.02. Association Maintenance.

(a) The Association shall maintain and keep in good order the Common Area, such maintenance to be funded as hereinafter provided. The Association shall also maintain and keep in good order all stormwater management facilities within the Property and any other property (and the improvements thereto) which the Association may be obligated to maintain, if any. This obligation shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon such areas.

(b) The Association may, in the discretion of the Board of Directors, assume additional maintenance responsibilities upon all or any portion of the Property. In such event, all costs of such maintenance may be assessed only against those Owners residing within the portion of the Property

receiving the additional services. This assumption of responsibility may take place either by contract (including, but not limited to a contract between the Association and representatives of a Neighborhood) or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the standards established by the Board of Directors for the Project. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Association shall also have the right to enter any Lot, including any single-family attached dwelling unit located on such Lot, without the consent of the Owner and/or occupant thereof, to conduct any emergency repairs as are necessary for the maintenance and protection of the Common Area or adjacent dwellings. The costs of such repairs shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V herein.

ARTICLE X INSURANCE

Section 10.01. Required Coverage. The Board of Directors of the Association, or its duly authorized agent, shall be required to obtain, maintain and pay the premiums, as a common expense, upon a policy of property insurance covering all insurable improvements to the Common Area and any facilities situated thereon (except land, foundation, excavation and other items normally excluded from coverage) including fixtures and building service equipment, to the extent that they are a part of the Common Area or any facilities situated thereon, as well as common personal property and supplies owned by the Association.

The insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by the standard "All Risk" endorsement, where such is available. If an "All Risk" endorsement is not reasonably available, then at a minimum, an insurance policy providing fire and extended coverage shall be obtained. The policy shall be in an amount equal to one hundred percent (100%) of the current replacement cost of the Common Area, including any facilities situated thereon (less a deductible deemed reasonable by the Board of Directors).

Each insurer must be specifically licensed or authorized by law to transact business within the State of Maryland. The policy contract shall provide that no assessment may be made against the mortgagees, and that any assessment made against others may not become a lien on the mortgaged premises superior to the first mortgage.

All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutions as mortgage investors in the area in which the mortgaged premises are located. The mortgage clause must provide that all property insurance policies must provide an "Agreed Amount" and "Inflation Guard" endorsement, if available.

If any portion of the Common Area is in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Board of Directors of the Association, or its duly authorized agent, shall be required to evaluate the necessity of obtaining a "master" or "blanket" policy of flood insurance on Common Area buildings and facilities and have the authority to obtain a flood insurance policy in an amount deemed appropriate.

Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use. However, such coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation and maintenance or use of the Common Area, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association.

Blanket fidelity bonds may be maintained by the Association for all officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for their services. Where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall be covered by its own fidelity bond. Except for fidelity bonds that a management agent obtains for its personnel, all other bonds should name the Association as an obligee and should have their premiums paid as a common expense by the Association. The total amount of fidelity coverage required should be sufficient to cover the maximum funds that will be in the custody of the Association or management agent at any time, but should at least equal the sum of three (3) months' assessments (including Neighborhood Assessments) on all Lots within the Property, plus the Association's reserve funds. Any such bonds shall provide that they cannot be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association and to all Eligible Mortgage Holders.

Section 10.02. Repair and Reconstruction of the Common Area After Fire or Other Casualty. In the event of damage to or destruction of any portion of the Common Areas covered by insurance payable to the Association as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration thereof, and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration.

ARTICLE XI
PARTY WALLS AND PARTY FENCES

The rights and duties of the Owners of Lots with respect to party walls and party fences shall be governed by the following:

Section 11.01. General Rules of Law to Apply. Each wall or fence which is constructed as part of the original construction on the Property and any part of which is placed on the dividing line between separate Lots, shall constitute a party wall or party fence, and with respect to such wall or fence, each of the adjoining Owners shall assume the burdens, and be subject to an easement for that portion of a party wall or party fence on his Lot, and be entitled to the benefits of these restrictive covenants. To the extent not inconsistent herewith, the general rules of law regarding party walls and party fences and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 11.02. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. If any such party wall or party fence is damaged or destroyed by fire or other casualty, or by ordinary wear and tear and deterioration from lapse of time, or by some cause other than the act of one of the adjoining Owners, his agents, or family, then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the party wall or party fence.

Section 11.03. Repairs of Damage Caused by One Owner. If any such party wall or party fence is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall or fence, then the Owner responsible for such damage shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

Section 11.04. Weatherproofing. Notwithstanding any other provision of this Article, any 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 11.05. Encroachments. If any portion of a party wall shall encroach upon any adjoining Lot, or upon the Common Areas by reason of reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands shall exist.

Section 11.06. Other Changes. In addition to meeting the other requirements of these restrictive covenants, and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall or party fence, shall first obtain the written consent of the adjoining Owner.

Section 11.07. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 11.08. Dispute. In the event of a dispute between Owners with respect to the sharing of the cost thereof, then, such disputes shall be referred to arbitration. 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, and shall be binding upon the parties. Pursuant to Maryland law, judgment upon the award of the arbitrators may be maintained in any court of law with jurisdiction thereupon.

ARTICLE XII
MANAGEMENT

Section 12.01. Management Agent. The Board of Directors may employ for the Association a professional management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing.

Section 12.02. Duration of Management Agreement. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof to the other party.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.01. Limitation of Liability. The Association shall not be liable for any failure of any services obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Area, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be store upon the Common Area. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Section 13.02. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or By-Laws of the Association or any rules and regulations promulgated by the Board of Directors or any Neighborhood Advisory Council. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained or any provision of the By-Laws or Articles of Incorporation of the Association or rule or regulation of the Association or any Neighborhood Advisory Council, shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the By-Laws or Articles of Incorporation of the Association or rule or regulation of the Association or any Neighborhood Advisory Council, cannot be adequately remedied by action at law or exclusively by recovery of damages. If the Association, or any Owner or Mortgagee of any Lot, successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration or the Articles of Incorporation or By-Laws of the Association or rule or regulation of the Association or any Neighborhood Advisory Council, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation (such Owner shall be responsible for the acts or omissions of any tenant, guest, invitee or occupant of his Lot and/or dwelling unit), and such costs shall also be a lien upon the Lot of such Owner.

Section 13.03. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 13.04. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of the 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 extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by the vote of, or an instrument signed by not less than, sixty-six and two-thirds percent (66 2/3%) of the Lot Owners, and thereafter, by the vote of, or an instrument signed by, not less than a majority of the Members. Any amendment must be recorded among the Land Records of Prince George's County, Maryland.

Section 13.05. 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 non-exclusively) by the Declarant by an instrument in writing, without notice to the Association.

Section 13.06. FHA-VA Approvals. Provided that any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is insured by FHA or guaranteed by VA, and further provided that there are then Class B memberships of the Association outstanding, neither the Members, the Board of

Directors, nor the Association shall by act or omission, take any of the following actions without the prior written consent or approval of the Federal Housing Administration and the Veterans Administration, as circumstances may require:

(a) change the basic organization of the Association including the merger, consolidation, or dissolution of the Association; or

(b) dedicate, convey, or mortgage the Common Area; or

(c) annex additional properties (other than an annexation by the Declarant as provided in Article II); or

(d) otherwise materially modify or amend any provision of this Declaration, the By-Laws or the Articles of Incorporation of the Association.

Section 13.07. Rights of the Maryland National Capital Park and Planning Commission ("Commission" herein). Any other provision of this Declaration or the By-Laws or Articles of Incorporation of the Association to the contrary withstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed:

(a) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Area; provided, however, that the granting of rights-of-way, easement and the like for public utilities or for other purposes consistent with the use of the Common Area by the Members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify or amend any material or substantive provision of this Declaration, or the By-Laws or the Articles of Incorporation of the Association; or

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments as provided in this Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

Section 13.08. Consents. Any other provision of this Declaration or the By-Laws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions:

(a) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Area directly or indirectly owned by the Association unless at least fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned) and Lot Owners representing sixty-seven percent (67%) of the votes in the Association have given their prior written approval; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by Members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration unless at least sixty-seven percent (67%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned) and Lot Owners representing ninety percent (90%) of the votes of the Association have given their prior written approval; or

(c) modify or amend any material provision of this Declaration, which establishes, provides for, governs or regulates any of the following, without first obtaining the written consent of fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned) and the requisite number of Lot Owners as provided in this Declaration:

- (i) voting rights;
- (ii) assessment liens or subordination of such liens;
- (iii) reserves for maintenance, repair and replacement of the Common Area;
- (iv) insurance or fidelity bonds;
- (v) rights to use of the Common Area by any Owner, except in accordance with Article III of this Declaration;
- (vi) responsibility for maintenance and repairs;
- (vii) expansion or contraction of the property subject to this Declaration or the addition, annexation or withdrawal of property to or from this Declaration, except in accordance with Article II of this Declaration;
- (viii) boundaries of any Lot;
- (ix) a decision by the Association to establish self management when professional management had been previously required by an Eligible Mortgage Holder;
- (x) leasing of Lots;
- (xi) imposition of any restrictions on the rights of an Owner to sell or transfer his or her Lot;
- (xii) restoration or repair of the project (after a hazard

damage or partial condemnation) in a manner other than that specified in the documents;

(xiii) any provisions which expressly benefit mortgage holders, Eligible Mortgage Holders or insurers or guarantors.

An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage Holder who receives a written request to approve such a non-material addition or amendment who fails to submit a response within thirty (30) days shall be deemed to have approved such request.

(d) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in this Declaration, unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) of the individual Lots in the Association have given their prior written approval; or

(e) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings or structures on the Lots, the exterior maintenance of buildings or structures on the Lots, the maintenance of the Common Area, party walkways or common fences and driveways, or the upkeep of lawns and plantings within the Property unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than Declarant) of the individual Lots in the Association have given their prior written approval; or

(f) fail to maintain insurance in accordance with Section 10.02 of this Declaration unless at least fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned) and sixty-seven percent (67%) of the Owners have given their prior written approval; or

(g) use hazard insurance proceeds for losses to any Association Common Area for other than the repair, replacement or reconstruction of such Common Area, or property, unless at least fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned) and sixty-seven percent (67%) of the Owners have given their prior written approval.

Section 13.09. Additional Rights of Mortgagees - Notice. The Association shall promptly notify all Eligible Mortgage Holders who hold first mortgages on any Lot for which an assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of sixty (60) days and the Association shall promptly notify any Eligible Mortgage Holder who holds a first mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any Eligible Mortgage Holder on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding.

Any first mortgagee of any Lot may pay any taxes, utility charges or other charges levied against the Common Area which are in default and which may or have become a charge or lien against any of the Common Area and any such first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the Common Area. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 13.10. Casualty Losses. In the event of substantial damage or destruction to any of the Common Area, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the Eligible Mortgage Holders who hold first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association shall entitle any Member to any property over the holder of any first mortgage of record on his Lot with respect to the distribution to such Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Area.

Section 13.11. Condemnation or Eminent Domain. In the event any part of the Common Area is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the Eligible Mortgage Holders who hold first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation shall entitle any Member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Area.

Section 13.12. Changes Required by Lenders. Notwithstanding any provision to the contrary contained in the Articles of Incorporation or By-Laws of the Association or this Declaration, the Declarant shall have and hereby reserves the right to make modifications, additions or deletions to the Declaration, the Articles of Incorporation and the By-Laws of the Association if such modifications, additions or deletions are required by VA, FHA, FHLMC or FNMA. The Declarant further reserves the right to waive in writing any exemption, right or privilege granted or reserved to the Declarant by this Declaration or the Articles of Incorporation or the By-Laws of the Association.

Section 13.13. Taxes and Assessments. It is the intent of this Declaration that insomuch as the interests of each Owner to use and enjoy the Common Area is an interest in real property appurtenant to each Lot, the value of the interest of each Owner in such Common Area shall be included in the assessment for each such Lot.

Section 13.14. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Area.

Section 13.15. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 13.16. Declarant Reserved Rights. No amendment to this Declaration may remove, revoke or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant or any successors or assignees (pursuant to Section 13.06) of the Declarant.

Section 13.17. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 13.18. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, Realty Investment Associates III, a Maryland general partnership, being the Declarant herein, has caused this Declaration of Covenants, Conditions and Restrictions to be signed by its general partner this 20th day of May, 1991.

WITNESS:

REALTY INVESTMENT ASSOCIATES III
By: Summit Creek Joint Venture
its General Partner
By: Winchester Homes, Inc.
its General Partner
By: Keith Kubista
Keith Kubista, Vice President

Osborn J. Barchel

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STATE OF MARYLAND
COUNTY OF Anne Arundel ss:

I HEREBY CERTIFY that on this 20th day of May, 1991, before me, the undersigned notary public, personally appeared Keith Kubista, who acknowledged himself to be the Vice President of Winchester Homes, Inc., General Partner of Realty Investment Associates III, and that he as such officer of the 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 such officer of the General Partner.

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

Deborah J. Boerckel
Notary Public

My Commission Expires: 2-1-92

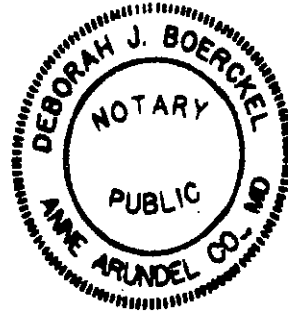


EXHIBIT "A"

Description of Lots and Common Area

Lots 1 through 27 and Part of Parcel "AA" in Block "U" and Lots 1 through 9 in Block "DD", as shown on a plat of subdivision entitled "Plat One, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

Lots 1 through 7, and Part of Parcel "BB" in Block "T", as shown on a plat of subdivision entitled "Plat Two, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland.

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EXHIBIT "B"

Description of Common Area

Part of Parcel "AA" in Block "U", as shown on a plat of subdivision entitled "Plat One, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

Part of Parcel "BB" in Block "T", as shown on a plat of subdivision entitled "Plat Two, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland.

EXHIBIT "C"General Plan of Development

Lots 1 through 27 and Part of Parcel "AA" in Block "U" and Lots 1 through 9 in Block "DD", as shown on a plat of subdivision entitled "Plat One, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

Lots 1 through 7 and Part of Parcel "BB" in Block "T", as shown on a plat of subdivision entitled "Plat Two, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

Lots 1 through 12, 95 through 122 and Part of Parcel "M" in Block "M", as shown on a plat of subdivision entitled "Plat Three, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

Lots 13 through 58 and Part of Parcel "M" in Block "M", as shown on a plat of subdivision entitled "Plat Four, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

Lots 59 through 94 and Part of Parcel "M" in Block "M", as shown on a plat of subdivision entitled "Plat Five, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

Lots 1 through 12, Parcel "L" and Part of Parcel "K" in Block "N" and Lots 1 through 38 and Parcel "EE" in Block "S", as shown on a plat of subdivision entitled "Plat Six, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

Lots 1 through 24 in Block "P", Lots 1 through 24 in Block "R", Part of Parcel "BB" in Block "T" and Part of Parcel "K" in Block "N", as shown on a plat of subdivision entitled "Plat Seven, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

EXHIBIT "C", CONTINUED

Parcel "CC" in Block "P", as shown on a plat of subdivision entitled "Plat Eight, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

Parcel "Z" in Block "AA" and Part of Parcel "AA" in Block "U", as shown on a plat of subdivision entitled "Plat Nine, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

Part of Parcel "AA" in Block "U", Lots 1 through 8 in Block "V", Lots 1 through 8 and Parcel "W" in Block "W", Lots 1 through 14 and Parcels "HH" and "X" in Block "X", Lots 1 through 8 and Parcel "Y" in Block "Y" and Lots 1 through 4 in Block "Z", as shown on a plat of subdivision entitled "Plat Ten, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

Lots 1 through 18 and Parcel "KK" in Block "AA", Lots 1 through 22 in Block "BB", Lots 1 through 8 in Block "CC" and Lots 1 through 10 in Block "PP", as shown on a plat of subdivision entitled "Plat Eleven, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

Lots 1 through 6 in Block "GG", Lots 1 through 35 in Block "HH", Lots 1 through 4 and Parcel "DD" in Block "LL", Lots 1 through 4 in Block "MM" and lots 1 through 6 in Block "NN", and Part of Parcel "AA" in Block "U", as shown on a plat of subdivision entitled "Plat Twelve, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

Lots 1 through 28 in Block "FF", as shown on a plat of subdivision entitled "Plat Thirteen, Summit Creek", to be recorded among the Land Records of Prince George's County, Maryland;

AND

A parcel of land containing 5,307,169 square feet or 121.8358 acres of land, more or less, and further described as follows:

8001 577

Beginning for the same of an iron pipe found on the easterly right of way line of Branch Avenue, Maryland Route 5 (150.00 feet from the baseline thereof) as shown on State Highway Administration Plat No. 15976, said iron pipe also being on the southerly outline of a plat of subdivision entitled, "James G. Ballard's Subdivision", and recorded among the aforesaid Land Records in Plat Book BB8 at Plat No. 24, thence running with the aforementioned easterly right of way line as shown on State Highway Administration Plats No. 15976, 15977, 15978 and 15979, the following five (5) courses and distances

(1) South $23^{\circ}55'20''$ East 726.90 feet to an iron pipe found, thence

(2) along a curve deflecting to the right having a radius of 3669.71 feet, an arc distance of 1992.98 feet, a long chord bearing and distance of South $08^{\circ}21'50''$ East 1968.57 feet to an iron pipe found, thence

(3) South $07^{\circ}11'40''$ West 912.74 feet, to an iron pipe found, thence

(4) along a curve deflecting to left, having a radius of 5879.58 feet, an arc distance of 175.02 feet, a long chord bearing and distance of South $06^{\circ}20'30''$ West 175.01 feet to an iron pipe found, thence

(5) South $54^{\circ}28'28''$ West 131.13 feet to an iron pipe found, said iron pipe being on the northerly right of way line of Surratts Road (50.00 feet from the baseline thereof) as shown on State Highway Administration Plat No. 15981, thence running with said northerly right of way line the following seven (7) courses and distances

8001 578

- (6) North $74^{\circ}53'30''$ West 22.00 feet to an iron pipe found, thence
- (7) North $15^{\circ}06'30''$ East 40.00 feet to an iron pipe set, thence
- (8) North $74^{\circ}13'30''$ West 73.00 feet to an iron pipe found, thence
- (9) South $15^{\circ}06'30''$ West 40.00 feet to an iron pipe found, thence
- (10) North $74^{\circ}53'30''$ West 448.98 feet to an iron pipe set, thence
- (11) along a curve deflecting to the right, having a radius of 946.45 feet, an arc distance of 620.26 feet, a long chord bearing found, thence
- (12) South $52^{\circ}42'56''$ West 18.71 feet to an iron pipe set, said iron pipe being on the northerly right of way line of Surratts Road (32.00 feet from the baseline thereof) as shown on Prince George's County Right of Way Plat No. 984, thence running with said northerly right of way line as shown on Prince George's County Right of Way Plats No. 984 and No. 983 the following five (5) courses and distances
- (13) along a curve deflecting to the right, having a radius of 964.45 feet, an arc distance of 69.38 feet, a long chord bearing and distance of North $35^{\circ}13'25''$ West 69.36 feet to an iron pipe set, thence
- (14) North $33^{\circ}09'46''$ West 271.30 feet, to an iron pipe set, thence
- (15) along a curve deflecting to the left, having a radius of 850.51 feet, an arc distance of 574.59 feet, a long chord bearing and distance of North $52^{\circ}31'01''$ West 563.73 feet to an iron pipe set, thence
- (16) North $71^{\circ}52'16''$ West 178.62 feet to an iron pipe set, thence
- (17) along a curve deflecting to the right, having a radius of 849.47 feet, an arc distance of 182.93 feet, a long chord bearing and distance of North $65^{\circ}42'07''$ West 182.57 feet to an iron pipe set, thence leaving said right of way line and running with the easterly outline of a subdivision known as "Oak Orchard

8001 579

recorded in the aforesaid Land Records in Plat Book 43 as Plat No. 30, Plat Book 45 as Plat No. 51 and Plat Book 46 as Plat No. 99
(18) North $25^{\circ}30'53''$ East 2510.71 feet to an iron pipe set on the southerly outline of the aforementioned plat of subdivision entitled, "James G. Ballard's Subdivision", recorded in Plat Book BB8 at Plat No. 24, thence running with said southerly outline
(19) North $65^{\circ}16'00''$ East 655.66 feet to the place of beginning.

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