

CRESTWOOD VILLAGE

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

SECTION I

Aug. 27 79 1154 A

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CRESTWOOD VILLAGE
AT FREDERICK HOMEOWNER'S ASSOCIATION, INC.

THIS DECLARATION, made this 27 day of August, 1979, by
CRESTWOOD VILLAGE, INC., a New Jersey Corporation, having its principal
office at P.O. Box 166, Whiting, New Jersey, 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
Frederick County, State of Maryland, which is more particularly described
as follows, to wit:

All that tract or parcel of land, lying and being on the West
side of Cemetery Road in the Frederick Election District, Frederick County,
Maryland, as described and contained in a Deed from Salary Limited
Partnership to Declarant, dated February 14, 1978, and recorded in Liber
1042, folio 222, one of the Land Records of Frederick County, Maryland,
and containing 209.602 acres, more or less, reference being made to the
aforesaid deed and the references therein contained for a more complete
description of said property; (hereinafter referred to as the "Entire
Tract") and

WHEREAS, the Declarant proposes to develop a residential community
upon the above described realty or a portion thereof, which is to be known
as "Crestwood Village at Frederick" (hereinafter the "Community") and is
intended to ultimately contain from 1200 to 1600 Homes together with parks,
clubhouse, recreational facilities, commons, streets, footways, buildings
and structures for the benefit of the Community and its residents; and

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WHEREAS, Declarant intends to initially develop and submit to the provisions of this Declaration those portions of the entire tract as on the Plats known as Crestwood Village, Section 1, and recorded in Plat Book No. 20, pages 13, 14, 21, 22, 23 and 24, all Plat Records of the Office of the Clerk for the Circuit for Frederick County, Maryland (hereinafter referred to as "The Property"); and

WHEREAS, the Property also includes five (5) lots, upon each of which the Declarant presently intends to construct an eight unit multi-family dwelling to be subjected to the condominium form of ownership pursuant to the provisions of the Maryland Horizontal Property Act (Title 11 of the Real Property Article, Annotated Code of Maryland (1974) as amended), being Lot Nos. 11, 69a, 136, 151 and 190 which lots are more specifically described on the Plats of Crestwood Village, Section 1 aforesaid (hereinafter referred to as "the Condominium Lots"); and

WHEREAS, Declarant desires to provide for the preservation and maintenance of the Homes and condominium dwellings to be constructed upon the Property and for other land and improvements within and upon the Property, and to this end, desires to subject all of the Property, hereinbefore described to the covenants, conditions, restrictions, easements, assessments, obligations, charges and liens, hereinafter set forth, each and all of which is and hereby are declared to be for the purpose of protecting the value and desirability of the Property, for the benefit of said Property and each and every Owner of any and all portions thereof; and

WHEREAS, Declarant has deemed it advisable to create an agency to which shall be delegated and assigned the power and authority (i) to

maintain the exterior of the Homes to be constructed and the other lands and improvements within the Property, (ii) to administer and enforce the covenants and restrictions governing the Property, (iii) to collect and disburse all assessments and charges deemed necessary for such maintenance, administration and enforcement, (iv) to operate and maintain all recreational and clubhouse facilities within the Community, and to perform such other services as may be deemed desirable to benefit its residents all as hereinafter provided; and

WHEREAS, Declarant has incorporated or will cause to be incorporated under the Non-Stock Corporation Laws of the State of Maryland, a corporation known or to be known as CRESTWOOD VILLAGE AT FREDERICK HOMEOWNER'S ASSOCIATION, INC. (hereinafter called "Homeowner's Association") as the agency to perform the functions aforesaid, all of which are hereinafter more fully set forth; and

WHEREAS, the Declarant intends to construct a clubhouse and certain other recreational facilities to be located within certain portions of the Community, and if deemed appropriate, to convey title to same to the Homeowner's Association, together with all Common Property now or hereafter subject to this Declaration.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations and liens hereinafter set forth in this Declaration.

ARTICLE I

DEFINITIONS

The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

(a) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Crestwood Village at Frederick Homeowner's Association, Inc. together with any and all amendments thereto.

(b) "Board" or "Board of Trustees" shall mean, refer to and be the same as a Board of Directors as set forth in the Corporations and Associations Chapter, Annotated Code of Maryland (1975) as amended.

(c) "Building" shall mean and refer to any structure consisting of one or more Homes.

(d) "By-Laws" shall mean and refer to the By-Laws of the Homeowner's Association, together with all amendments thereto.

(e) "Common Property" shall mean and refer to all those roadways and non-residential lots which are shown on any recorded final subdivision plat for and located within any portion of the Property, together with all improvements owned by the Homeowner's Association (or utilized exclusively by its members).

(f) "Condominium Unit" shall mean and refer to any individual dwelling unit duly established as part of a condominium regime by the recording of a Declaration among the Land Records of Frederick County, Maryland, pursuant to the Maryland Horizontal Property Act.

(g) "Declarant" shall mean and refer to Crestwood Village, Inc., a New Jersey corporation, its successors and assigns.

(h) "Declaration" shall mean and refer to this Declaration of

Covenants and Restrictions and all Exhibits hereto, as same may now or hereafter be amended or supplemented.

(i) "Homeowner's Association" shall mean and refer to CRESTWOOD VILLAGE AT FREDERICK HOMEOWNER'S ASSOCIATION, INC., a Maryland Non-Stock Corporation, its successors and assigns.

(j) "Home" shall mean and refer to any residential dwelling unit, including a Condominium Unit, or the Lot upon which same is located.

(k) "Lot" shall mean and refer to any building or non-residential Lot shown on any approved final subdivision plat of any portion of the Property which is now or hereafter subject to this Declaration.

(l) "Member" shall mean and refer to all those Owners of Homes who are Members of the Homeowner's Association as provided in the Articles of Incorporation.

(m) "Owner", "Home Owner", "Lot Owner", or "Unit Owner", shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Home, excluding Declarant.

(n) "Property" shall mean and refer to those real property premises as more fully shown and in the recorded plats of Crestwood Village Section 1 aforesaid together with any lands or premises which may hereafter be lawfully subjected to the provisions of this Declaration pursuant to Section 4 of Article VI hereof or otherwise.

(o) "Delegate" shall mean and refer to the duly elected representative of the Home Owners residing on each Section of the Property which is subjected to the provisions of this Declaration, including Owners of all Condominium Units within any such Section.

ARTICLE II

Property Subject to This Declaration

The Property, including every Home, Lot and all Common Property now or hereafter established, is, and shall be, held, transferred, sold, conveyed, leased and occupied, subject to this Declaration and all amendments or supplements hereto.

ARTICLE III

Property Rights in the Property

Section 1. Member's Easement of Enjoyment. Subject to the provisions of this Declaration, the Articles of Incorporation, By-Laws and the Rules and Regulations of the Homeowner's Association, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Home or Membership Certificate in the Homeowner's Association, whichever the case may be.

Section 2. Title to Common Property. Declarant may retain the legal title to the Common Property until such time as it has completed initial improvements thereon and until such time as, in the judgment of the Declarant, the Homeowner's Association is able to maintain same. Declarant, however, notwithstanding any provision to the contrary herein, hereby covenants for itself, its successors and assigns, that it shall convey its entire interest in all of the Common Property to the Homeowner's Association not later than December 31, 1988, and that until it tenders a deed to the Homeowner's Association for any portion of such Common Property, the Declarant will maintain any such portion(s).

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following easements.

(a) Every Owner in the Community shall have a perpetual and nonexclusive easement in, over and through the Common Property and to use the roads, walks and other common facilities therein, subject to the right of the Homeowner's Association to: (i) promulgate reasonable rules and regulations for the use thereof; or (ii) suspend voting rights for any infraction of the published rules and regulations or for failure to pay any assessment for maintenance fees when due. (When any Home is not owner occupied, such easement shall be solely for the benefit of the permanent occupants thereof and their guests, and not the owner or his invitees.)

(b) Every Owner shall also have:

(1) An exclusive easement for the existence and continuance of any encroachment by his Home upon any adjoining Home now existing or which may come into existence hereafter as a result of construction, repair, shifting, settlement, movement of any portion of a Building or a Home, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Building stands.

(2) A non-exclusive easement for ingress and egress to his Home or parking space in, upon, under, over, across and through (i) the common driveways and walkways or (ii) the Common Property owned by the Homeowner's Association, all as may be reasonably required for such ingress and egress.

(3) A non-exclusive easement to use and maintain all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located on any portion of the Property which serve the lot of an individual owner(s). The Homeowner's Association or its representative shall have the right of access to each Home to inspect same in order to correct any conditions threatening another Home or violating any provision set forth in the Declaration, the By-Laws or in any regulation promulgated by the Homeowner's Association, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not.

(c) The Declarant, its successors and assigns shall have and enjoy the following easements:

(1) A blanket and non-exclusive easement in, upon, over, under, through and across the Common Property for as long as the said Declarant, its successors and assigns, shall be engaged in the construc-

tion, development and sale of Homes within the Community, which easement shall be for the purpose of construction, installation, maintenance and repair of existing and future Buildings and appurtenances thereto, whether located upon the Property or elsewhere within the Community, for ingress and egress to all Homes and for the use of all roadways, parking areas, walkways, existing and future model homes for sales promotion and exhibition. In addition, Declarant, hereby reserves the irrevocable right to enter into, upon, over or under any Home for a period of one (1) year after the date of delivery of the Deed for such purposes as may be reasonably necessary for the Declarant or its agents to complete the Community or service any Home therein, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owners. In case of an emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

(2) A blanket perpetual and non-exclusive easement in, upon, over, under, across and through the Property for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, waters, poles, transformers, master television antennas or cable television facilities and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property. Should any governmental agency or utility company furnishing one of the foregoing services hereafter request a specific easement by a separate recordable instrument in connection with the furnishing of any such service, the Board of Governors of the Homeowner's Association shall have the right to grant such easement provided that it does not materially impair the rights of any Owner.

(d) The State of Maryland and/or the County of Frederick, Maryland, its officers, agents and employees (but not the public in general) shall have a blanket perpetual and non-exclusive easement to enter upon the Property for purposes of maintaining the safety, health, welfare, police and fire protection of the citizens of Frederick County, Maryland.

(e) The Homeowner's Association, its officers, agents or employees and all policemen, firemen and ambulance personnel shall have a blanket, perpetual and nonexclusive easement to enter the Property or any part thereof in the proper performance of their respective duties (including, but not limited to emergency or other necessary repairs to a Home which the Owner has failed to perform) and for repair and maintenance of other portions of the Property. Except in the event of emergencies, the rights accompanying the easements provided for in this paragraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Owner(s) directly affected thereby.

(f) The Homeowner's Association, its officers, agents or employees shall have a perpetual exclusive easement for the existence, continuance, and maintenance of any improvements which presently or may hereafter encroach upon a Lot.

(g) Any bank, mortgage banker or other institutional lender who is the owner of a mortgage which encumbers any Home, its officers, agents, and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Property or any part thereof to inspect the condition and repair of same. This right shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to and with the permission of the Homeowner's Association.

(h) Any utility company or entity furnishing utility service, including cable television, to the Property, its agents and employees shall have a blanket, perpetual and nonexclusive easement to enter the Property, or any part thereof, in order to read meters, service or repair utility lines and equipment and do everything and anything else necessary in order to properly maintain and furnish utility service to the Property and Homes.

(i) The Declarant and Home Owners, their successors and assigns shall have a blanket perpetual and nonexclusive easement in common in, upon, over, under, across and through the Property for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property.

Section 4. Restrictions Applicable to the Property. In order to preserve the character of the Community as an adult citizen residential community and for the protection of the value of the Homes therein, the Declarant declares that the Property shall be subject to all covenants, easements and restrictions, and all of which shall be perpetual in nature and run with the land:

(a) The permanent residents of the Community will be restricted by covenant to residents who (i) are at least forty-eight (48) years of age or over or (ii) in the case of family units of three (3) persons or less, at least one (1) of whom is forty-eight (48) years of age or over; provided, however that up to two (2) children nineteen (19) years of age or over may reside with a parent(s). In no event however shall more than three (3) persons permanently reside in any Home. Further where there is no bedroom (studio model), only one (1) person may permanently reside in said Home.

(b) No Home except those Homes owned by the Declarant and used by it for sales, administration, construction, maintenance or similar purposes, shall be used for any purpose other than as a private residence.

(c) There shall be no obstruction of access to any Common Property. The use of storage areas, if any, shall be in accordance with rules and regulations promulgated by the Homeowner's Association.

(d) No Owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Property without the prior written consent of the Homeowner's Association, except that a Homeowner may (i) plant flowers, trees, shrubbery and gardens within the area appurtenant to his Home and as provided in the Planting Guide prepared by the Declarant, a copy of which shall be available at the office of the Homeowner's Association during reasonable business hours; and (ii) plant and maintain flowers and shrubbery in the beds immediately adjacent to his dwelling. No person shall place trash, garbage, excess materials of any kind on or about the Property except in designated receptacles, nor burn, chop, or cut anything on, over or above the Property. Owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any Building without the prior written approval of the Homeowner's Association. ~~It is the Owner's responsibility to promptly report to the Board of Governors of the Homeowner's Association or management any defect or need for repairs for which the Homeowner's Association is responsible.~~

(e) Each Owner shall promptly furnish, perform and be responsible for, at his own expense, the repair, maintenance, replacement, decoration of the interior of his own Home, including painting, wall papering, paneling, floor covering, draperies; window shades and appliances, provided, however, that the Homeowner's Association, its agents and employees may effect emergency or other necessary repairs which the Owner has failed to perform and charge the cost of same to the Owner(s) involved. Maintenance, repairs and replacements of the plumbing fixtures and systems, heating and air conditioning systems, windows, doors, electrical systems and receptacles, breaker boxes, kitchen appliances and equipment and lighting fixtures within the Home (including the lighting fixtures attached to the exterior of Buildings) shall be at the owner's sole cost and expense.

(f) Nothing shall be done or kept in any Home or any Lot which will increase the rates of insurance of the Building(s) or the contents thereof beyond the rates applicable for Homes, without the prior written consent of the Homeowner's Association. No Owner shall permit anything to be done or kept in his Home or in or upon the Common Property which will result in the cancellation of insurance on any of the Buildings or the contents thereof, or which will be in violation of any law.

(g) No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the Property nor shall anything be hung, painted or displayed on the outside of the windows or placed on the outside walls or outside surfaces of doors of any of the Buildings and no signs, awnings, canopies, shutters or radio (except for those heretofore or hereinafter installed by Declarant) shall be affixed or placed upon the exterior walls or roofs or any part thereof, nor relocated

or extended, without the prior written consent of the Board of Trustees. Television antennas are not permitted under any circumstances. The display or use of items visible in the interior of any Building from the exterior thereof shall be subject to the rules and regulations of the Homeowner's Association. Notwithstanding the foregoing, the Declarant shall have the right to display signs for promotional, sales, exhibit, and administrative purposes upon any portion of the Common Property or within any Home owned by it until the last Home within the Property is sold and conveyed. Owners shall not cause or permit any signs to be displayed on the Property advertising the sale or lease of their Homes or for any other purpose which is not permitted by the Rules and Regulations of the Homeowner's Association.

(h) No animals; dogs, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Home or upon the Common Property except as may be permitted by the Rules and Regulations of the Homeowner's Association.

(i) No noxious or offensive activities shall be carried on, in or upon the Property or in any Home nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Community.

(j) Nothing shall be done to any Home which will impair the structural integrity of any Building or which will structurally change a Building. No Owner (other than the Declarant) may make any structural additions, alterations or improvements in or to his Home without the prior written approval of the Homeowner's Association or impair any easement without the prior written consent of the Homeowner's Association. The Board of Trustees of the Homeowner's Association shall have the obligation to answer any written request received by it from an Owner for approval of a proposed structural addition, alteration or improvement in such Owner's Home within sixty (60) days after receipt of such requests and failure to do so within the stipulated time shall constitute a consent to the proposed structural addition, alteration or improvement. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Home must be approved by the Homeowner's Association and, if approved, shall be executed by the Board of Trustees of the Homeowner's Association and may then be submitted by the Owner. Such approval, however, shall not incur any liability on the part of the Homeowner's Association to any contractor, subcontractor, or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Owner(s) shall furnish the Homeowner's Association with a copy of any such permit which he has procured. The provisions of this paragraph shall not apply to Homes owned by the Declarant until such Homes have been initially sold and conveyed by the Declarant.

(k) In no event shall there be erected or planted upon any Lot any fabricated fence, hedge or other growing fence.

(l) No trucks or commercial vehicles may park over-night and no boats, trailers, campers or mobile homes may be parked on any part of the Property except (if in areas specifically designated for such purpose by the Homeowner's Association; and (ii) for those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Homes. No trucks shall use the driveway of a detached or multi-family Home for any purpose whatsoever. No activity, use or practice shall be permitted on the Property which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(m) No Home shall be rented by the Owners thereof (except a lender in possession of such Home following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as "(i) rental for any period less than ninety (90) days; or (ii) any rental if the occupants of the Home are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service", provided however, that any Owner including Declarant, may rent a Home for a period of less than ninety (90) days to a contract purchaser. No Owner may lease less than an entire Home. Other than the foregoing obligations, and subject to the Declarant's right of first refusal set forth in subparagraph (t) of Section 4 of Article III of the Declaration, the Home Owners shall have the right to lease same provided that said lease is in writing and made subject to all provisions of the Declaration, including, but not limited to, the By-Laws of the Homeowner's Association and other documents referred to herein, including the right of amendment reserved to Declarant therein and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease. Nothing herein provided is intended to prevent any owner from transferring his leasehold interest pertaining to his Home.

(n) The Homeowner's Association shall have the power to make such rules and regulations as may be necessary to carry out the intent of these restrictions and shall have the right to bring lawsuits to enforce the rules and regulations promulgated by it. The Homeowner's Association shall further have the right to levy fines for violation of such regulations, provided that the fine for a single violation may not, under any circumstances exceed \$10.00. For each day a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as an assessment to be levied against the particular Owner involved, and collection may be enforced by the Homeowner's Association in the same manner as the Homeowner's Association is entitled to enforce collection of other assessments. Fines may be levied against an Owner's tenant, and the Owner shall be jointly and severally liable with his tenant for the payment of same. In the event the Homeowner's Association institutes legal action for collection of any fines, then the defendant(s)

shall be responsible for payment of reasonable attorneys' fees of the Homeowner's Association plus interest and costs of suit.

(o) Each Owner shall have the right to mortgage or encumber his Home provided that such mortgage or encumbrance is made to a bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or other institutional lender or is a purchase money mortgage made to the Declarant or to the seller of a Home.

(p) Each Owner shall pay for his own telephone, and other utilities, if any, which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the maintenance fees.

(q) Each Home Owner shall be responsible for placing all trash in enclosed receptacles provided by the Homeowner's Association made of metal or other material of similar durability which shall be stored, except on collection days, in such a manner so as to not be visible from neighboring Homes or the street.

(r) Declarant, for itself, its successors and assigns, shall reserve the right to use, without charge, a portion of the clubhouse for its sales and marketing purposes with respect to Homes located or to be located within the Community, provided that such use shall not unduly interfere with the use of the clubhouse by its members for the purposes for which it is reasonably intended. Such right shall continue until all such Homes have been conveyed by the Declarant or until expiration of ten (10) years from the date of filing the Declaration whichever event first occurs.

(s) No Home Owner may effectively dispose of his Home or any interest herein by sale or lease without first offering the same for sale or lease to the Homeowner's Association upon the terms and conditions hereinafter provided for. The provisions of this paragraph shall not apply with respect to any sale, conveyance, lease, gift, devise, bequest, or inheritance by any Owner of his interest to his spouse, to any of his children or his parents, or to his brothers or sisters or heirs or any one or more of them.

Any Owner who wishes to sell or lease his Home shall, at least thirty (30) days prior to accepting any offer to buy or lease, give to the Board written notice of the terms of said sale or lease, which notice shall specify the name and address of the offeror. If, within said thirty (30) day period, time being of the essence, the Board or its nominee submits to the Owner an identical offer to buy or lease, the selling owner must accept the offer of the Board in preference to the original offer described in the notice. In the event the Board fails to submit in writing to the selling Owner an identical offer within said thirty (30) day period, time being of the essence, then the selling Owner may sell or lease his Home to his original offeror. In any event, the Board shall have sole discretion in this matter, and no vote or approval of the Owners is required.

This paragraph shall not apply to a transfer to or purchase by a lending institution which acquires its title as a result of owning a mortgage upon the Home by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer sale or lease by a lending institution which so acquires its title. Neither shall such provisions require the approval of the purchaser who acquires title to a Home at a duly authorized and advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

Any attempt to sell or lease any Home without prior offer to the Homeowner's Association shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

In the event of any transfer of a Home to a corporation, the approval of the corporation's ownership may be conditioned by requiring that all present or future occupants thereof shall also be first approved by the Board.

ARTICLE IV

Assessments

Section 1. Creation of the Lien. Every Owner by acceptance of a deed or other conveyance for a Home, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Homeowner's Association such sums, by way of annual or special assessments or charges as hereinafter more particularly described. Each such assessment, together with interest thereon and the cost of collection thereof (including reasonable attorney's fees) shall be a continuing lien upon the Home against which each assessment is made and shall also be the personal obligation of the Owner of such Home at the time when the assessment fall due.

Further, the State of Maryland and the County of Frederick, may have a continuing lien against each such Home for its prorata share of all real estate taxes and assessments levied against the Common Property. Any such lien shall be apportioned equally among all Homes and shall be enfor-

ceable by such governmental agency in the manner provided by law with respect to real estate taxes and assessments levied directly against each such Home.

Section 2. Purpose of Assessments. The annual assessments levied by the Homeowner's Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Home Owners and for the costs and expenses incident to the operation of the Homeowner's Association, including, without limitation, the maintenance and repair of the exterior of the aforesaid Homes, lawn mowing for all portions of the Community requiring same, the maintenance of services furnished by the Homeowner's Association, the repair and replacement of improvements on the Common Property, payment of all taxes and insurance premiums required to be paid by the Homeowner's Association, and all costs and expenses incidental to the operation and administration of the Homeowner's Association and its facilities and services.

Section 3. Amount of Annual Assessments. It shall be an affirmative obligation of the Homeowner's Association and its Board of Trustees to fix assessments in an amount sufficient to maintain the Lots and the exterior of all Homes and to mow all lawns within the Property, to maintain and operate the Common Property and to pay all taxes thereon. Maintenance fees will be allocated as follows: (i) The assessment against each Home for the exterior maintenance and repair of the Home and for all lawn mowing required for the Property shall be equal to that fraction of the total assessment for such purposes in the Community, the numerator of which is the initial sales price of

their Home as established by Declarant, and the denominator of which is the aggregate initial sales price of all Homes within the Property for which a Certificate of Occupancy has been issued by the County of Frederick, Maryland, as of the date the assessment is established. (ii) All other assessments for all Homes shall be equal to that fraction of the total of same for the Property, the numerator of which is one and the denominator of which is that number of Homes located within the Property for which a Certificate of Occupancy has been issued by the County of Frederick, Maryland, as of the date the assessment is established. Anything to the contrary herein notwithstanding, no assessment shall be made and no services shall be performed by the Homeowner's Association with respect to any Home owned by Declarant for which a Certificate of Occupancy has not been issued by the County of Frederick, Maryland. In addition, the distribution of any proceeds from any insured casualty loss, eminent domain proceeding affecting the Common Property of the Homeowner's Association or any distribution of common surplus of the Homeowner's Association shall be prorated in accordance with the formula set forth in subparagraph (i) aforesaid with respect to the determination of maintenance fees.

The amount of monies for assessments deemed necessary by the Board to discharge the responsibility of the Board and the manner of expenditure thereof, including but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

Section 4. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence on

the date fixed by the Board to be the date of commencement and shall be due and payable on such dates as may from time to time be prescribed by the Board.

Section 5. Special Assessments. In addition to the annual assessments authorized by Section 3 of this Article, the Board may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary furniture, fixtures, equipment and other personal property related thereto, or for other lawful purposes, provided that any such special assessment shall receive the assent of two-thirds (2/3) of all of the votes eligible to be cast by all of the Members, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which notice shall set forth the purpose of the meeting.

Section 6. List of Assessments, Notice of Assessment, Certificate as to Payment. The Board shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment, a list of the properties and the assessments applicable thereto, in alphabetical order, according to the names of the Owners thereof, which list shall be kept in the office of the Homeowner's Association and shall be open to inspection, upon request, by any Owner of a Home. Written notice of the assessments shall be sent to every Owner subject thereto.

The Homeowner's Association shall, upon the request of any

Owner, liable for an assessment, or of the mortgagee of any Home, furnish to such Owner or mortgagee, a certificate in writing, signed by an officer of the Homeowner's Association, setting forth whether or not such assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, and any installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, provided, that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency.

Section 7. Acceleration of Assessment Installments and Other Remedies of the Homeowner's Association. If a Owner shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment upon notice to the Owner, and the then unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. If such default shall continue for a period of thirty (30) days, then the Board shall be obligated to (i)

accelerate the remaining installments of the assessment, (ii) file a lien for such accelerated assessment, and (iii) notify any mortgagee of the Home affected of such default if such mortgagee has requested such notice from the Homeowner's Association in writing. If said default continues for a period of ninety (90) days, then the Board shall have the duty to foreclose the foregoing lien pursuant to law and/or to commence a suit against the appropriate Owner(s) to collect said assessment.

Section 8. Interest and Counsel Fees. The Board, at its option, shall have the right in connection with the collection of this, or any other charge, to impose an interest charge at the legal maximum if such payment is made after a date certain stated in such notice. In the event that the Board shall effectuate collection of said charges by resort to counsel, the Board may add to the aforesaid charge or charges a sum or sums of twenty (20%) per cent of the gross amount due as counsel fees, in addition to such costs allowable by law.

ARTICLE V

Miscellaneous Services Authorized

Section 1. Service which may be Performed at the Option of the Homeowner's Association - Procedure. Declarant shall have the right to make such improvements and provide such facilities on the Common Property as it considers to be advantageous to the Common Property and to the Owners of Lots within the Property, and the Homeowner's Association shall be obligated to accept such improvements and facilities and to properly maintain the same at its expense. The Homeowner's Association, at its expense, also shall maintain and carry on the services instituted,

from time to time, by Declarant for the benefit of the Property and the Owners of Homes. In addition to the required maintenance of the Property and of the improvements and facilities thereon, and the aforesaid services required to be performed, the Homeowner's Association may furnish (but shall not be required to furnish) such services as the Board from time to time, by resolution, may propose, but not until after such proposed additional services are authorized by a vote in person or by proxy of two thirds (2/3) of all the votes eligible to be cast by all of the Members of the Homeowner's Association, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance, which notice shall contain the purpose of the meeting and the proposed additional service to be authorized.

ARTICLE VI

General Provisions

Section 1. Duration. This Declaration shall run with and bind all of the Property perpetually, and shall inure to the benefit of and be enforceable by the Homeowner's Association, and the Owners of any portion of this Property, their respective successors, assigns, heirs, executors, administrators and personal representatives, except that the restrictions contained in subparagraph (b) through (s) of Section 4 of Article III hereof shall have a duration of forty (40) years, at the end of which period said restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in

which they shall agree to change said restrictions in whole or in part.

Section 2. Enforcement. Enforcement of this Declaration shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threatened violation or to recover damages, and against any Home to enforce any lien created by this Declaration, and failure by the Homeowner's Association or any Owner to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. In the event that the Homeowner's Association should at any time fail to discharge its obligations to maintain any portion of the Property as required by this Declaration, or to enforce the provisions hereof, any Owner shall have the right to enforce such obligations by any proceeding at Law or equity. A failure to so enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable, and

which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time after the date thereof by a vote of at least two-thirds (2/3) of all Owners at any meeting established by the Board for such purpose and previous to which written notice to every Owner of the exact language of the amendment shall have been sent at least thirty (30) days in advance except as contemplated by Section 1 of Article VI, and further provided, that no amendment may be so effected which would permit (i) any Owner to be exempted from the payment of any assessment, (ii) the obligation or proportionate responsibility for the payment of assessments with respect to Homes or Common Property to be changed, or (iii) modifying any restrictions or easements in Section 3 or 4 of Article III hereof; and further provided, that in no event may the Common Property be conveyed to any third person, firm or corporation nor may the rights of the County of Frederick, Maryland be modified in any manner, without the express consent, by ordinance, of the governing body of the County of Frederick, Maryland. Notwithstanding the foregoing, the Declarant hereby expressly reserves the right to amend and supplement this Declaration from time to time, to (i) incorporate any or all future Sections of the Entire Tract within the Property, (ii) modify or delete the restriction set forth in Section 4(a) of Article III with respect to any such future section(s) as part of the Community or Property or, (iv) modify the design of any Home(s) or Lot(s) or the form of ownership thereof, without obtaining the consent of any Owners, any Members of the Homeowner's Association, or any other parties excepting therefrom any governmental authority from whom approval is required, provided,

however, that in such event none of the substantive provisions shall be changed which would adversely affect the priority or validity of any purchase money lien or the value of any Home. No instrument shall be effective until recorded among the Land Records of Frederick County, Maryland.

The administration and maintenance of the Property and other common facilities shall be by the Homeowner's Association in accordance with the provisions of this Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations of the Homeowner's Association and any other documents, amendments, or supplements to the foregoing which may subsequently be required by a bank, mortgage banker or other institutional lender or by any governmental agency having regulatory jurisdiction over the Property or by any title insurance company selected by Declarant to insure any title to any Home(s). Declarant hereby reserves for itself, its successors and assigns, for a period of five (5) years from the date the first Home is conveyed to an individual purchaser, the right to execute on behalf of all contract purchasers, Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Property, any such agreements, documents, amendments or supplements to the above described documents which may be so required.

By acceptance of a deed to any Home or by the acceptance of any other legal or equitable interest in the Property, each and every contract purchaser, Owner or occupant, or holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm (i) Declarant, its successors and assigns, as attorney-in fact for the purpose of executing such amended Declaration(s) and other instrument(s)

necessary to effect the foregoing (provided that such power of attorney may not be used to materially and adversely affect the priority or validity of any lien upon or the value of any Home) and (ii) the Home owner's Association as attorney-in-fact to acquire title to or lease any Home whose Owner desires to surrender, sell or lease the same, in the name of the Homeowner's Association or its designees, corporate or otherwise, on behalf of all Owners and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise, dispose of any such Homes so acquired or to sublease any Home so leased by the Homeowner's Association.

The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Homes and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said powers. In furtherance of this provision, at the time of acceptance of a deed to any Home or at the time of acceptance of any other instrument conveying any legal or equitable interest in the Property, each and every contract purchaser, Unit Owner or occupant or holder of any mortgage or other liens, agrees to execute an instrument which will expressly grant, ratify and confirm the foregoing power of attorney.

Section 5. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches

which may occur.

Section 6. Rule Against Perpetuities. If any provisions of this Declaration, or the By-Laws attached hereto as Exhibit "A" shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Kennedy, deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

Section 7. Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, trustees, members or employees of the Homeowner's Association and the Declarant may be identical, and the fact that the Declarant or its nominees, have heretofore or may hereafter enter into agreements with the Homeowner's Association or with third parties, will not invalidate any such agreements and the Homeowner's Association, and its members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Home, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by the Maryland Condominium Act, this Declaration, the Articles of Incorporation or the By-Laws of the Homeowner's Association.

Section 8. Protective Provisions for the Benefit of Institutional Mortgagees.

Anything to the contrary in this Declaration or the Articles of Incorporation, By-Laws or Rules and Regulations of the Homeowner's Association, the following shall apply with respect to each institutional holder of a first mortgage on any Home.

(a) The prior written approval of each institutional holder of a first mortgage (hereinafter called "first mortgage") lien on any Home is required for the following:

(i) Any material amendment to the Declaration or to the Articles of Incorporation or By-Laws of the Homeowner's Association.

(ii) The effectuation of any decision by the Homeowner's Association to terminate professional management and assume self-management of the Property.

(b) Any lien the Homeowner's Association may have on any Home for the payment of any assessments attributable to such Home shall be subordinate to any lien for past due and unpaid taxes and the lien or equivalent security interest of any first mortgage on the Home recorded prior to the date any such Common Expense assessments become due.

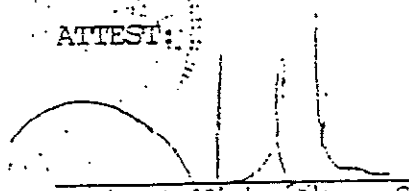
(c) Any institutional holder of a first mortgage on a Home within the Property, shall be, upon request, entitled to: (i) inspect the books and records of the Homeowner's Association during normal business hours; and (ii) receive an annual audited financial statement of the Homeowner's Association within ninety (90) days following the end of any fiscal year of the Homeowner's Association, and (iii) written notice of all meetings of the Homeowner's Association and be permitted to designate a representative to attend all such meetings.

(d) If an institutional holder of a first mortgage on any Home comes into possession of such Home pursuant to the remedies provided for in such mortgage, or through foreclosure of such mortgage, or deed or assignment in lieu of foreclosure, or if a purchaser of such Home obtains title thereto at a sale of such Home as a result of the foreclosure of such mortgage, such holder or other purchaser at foreclosure, as the case may be, and their successors and assigns shall not be liable for, and such Home shall not be subject to, a lien for payment of any assessment pertaining to such Home or chargeable to a former Owner of such Home which became due prior to such possession or foreclosure sale, as the case may be, except for claims for a proportionate share of such unpaid assessment resulting from a proportionate allocation thereof among all of the remaining Owners, including such holder or other purchaser at foreclosure, or their successors and assigns.

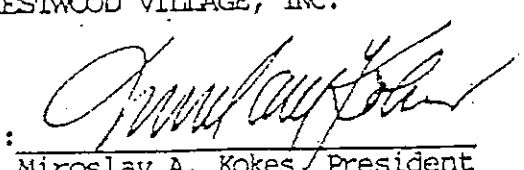
(e) Any management agreement for the Community will be terminable by the Homeowner's Association for cause upon thirty (30) days prior written notice thereof, and the term of any such agreement shall not exceed one year, renewable by agreement of the parties for successive one-year periods.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed the day and year first above written, by its President and attested by its Secretary, and the corporate seal affixed, pursuant to a resolution duly and unanimously adopted by its Board of Directors.

ATTEST:


Herbert Wishnick, Secretary

CRESTWOOD VILLAGE, INC.

By: 
Miroslav A. Kokes, President

STATE OF NEW JERSEY)

)ss:
COUNTY OF OCEAN)

I HEREBY CERTIFY that on this 4th day of 11.11.1979, before me, a Notary Public in and for the State and County aforesaid, personally appeared MIROSLAV A. KOKES, President of Crestwood Village, Inc., a body corporate of the State of New Jersey, and acknowledged himself to be such President and duly authorized and empowered to act on behalf of Crestwood Village, Inc., and did further acknowledge the aforesaid Declaration to be the act and deed of Crestwood Village, Inc. for the purposes therein contained.

WITNESS my hand and Notarial Seal

Notary Public

Chris R. Lyster

FIRST SUPPLEMENTAL AND AMENDATORY
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CRESTWOOD VILLAGE
AT FREDERICK HOMEOWNER'S ASSOCIATION, INC.

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FIRST SUPPLEMENTAL AND AMENDATORY
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CRESTWOOD VILLAGE
AT FREDERICK HOMEOWNER'S ASSOCIATION, INC.

THIS SUPPLEMENTAL AND AMENDATORY DECLARATION, made this 10th day of January, 1984, by CRESTWOOD VILLAGE, INC., a New Jersey Corporation, having its principal office at P.O. Box 166, Whiting, New Jersey (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of fee simple title to a substantial portion of approximately 209.602 acres of land located in Frederick County, Maryland, (hereinafter referred to as the "Entire Tract"); and

WHEREAS, the Declarant is in the process of developing a residential community upon all or a portion of the Entire Tract to be known as "Crestwood Village at Frederick" (hereinafter the "Community") which is intended to ultimately contain from 1200 to 1600 homes together with certain recreational and other facilities; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions of Crestwood Village at Frederick Homeowners Association, Inc. dated August 23, 1979 and recorded in Liber 1093, Folio 275, of the land records of Frederick County, Maryland (hereinafter referred to as the "Initial Declaration"), the Declarant subjected a certain portion of the Entire Tract, known as Crestwood Village at Frederick Section 1, which lands are more specifically described in the Initial Declaration,

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(hereinafter referred to as "Section 1") to certain covenants, restrictions, easements, charges and liens; and

WHEREAS, Article III, Section 4(a) of the Initial Declaration contains a restriction limiting permanent residents of the Community to persons at least forty-eight (48) years of age or over, with certain exceptions as therein provided (hereinafter referred to as the "Age Restriction"); and

WHEREAS, Declarant desires to modify the Age Restriction as described more fully herein, and to subject an additional portion of the Entire Tract to the Initial Declaration, as modified by this Supplemental and Amendatory Declaration, which additional lands are described in Exhibit A attached hereto and made a part hereof and as shown on certain Plats known as Mountain Village, Section 21, and recorded in Plat Book No. 27, page 128 and Plat Book No. 28, page 27, all Plat Records of the Office of the Clerk for the Circuit of Frederick County, Maryland (hereinafter referred to as "Section 21"); and

WHEREAS, Article VI, Section 4 of the Initial Declaration reserves to Declarant the right unilaterally to amend the Initial Declaration to incorporate future sections of the Entire Tract into the Property and to modify or delete the Age Restriction; and

WHEREAS the Sponsor wishes to provide for the preservation and maintenance of the Homes in the Community, and to subject all of the Property to the covenants, restrictions, easements, charges, liens, and provisions set forth in the Initial Declaration and in this Supplemental and Amendatory Declaration, each and all of which are intended to be for the benefit of such Property and each and every owner thereof;

NOW, THEREFORE, Declarant hereby amends, modifies and supplements the Initial Declaration as follows:

1. The introductory paragraph of Article III, Section 4 is hereby modified as follows:

In order to preserve the character of the Community as a residential community and for the protection of the Homes therein, the Declarant declares that the Property shall be subject to all covenants, easements and restrictions, all of which shall be perpetual in nature and run with the land:

2. Article III, Section 4(a) is hereby modified to provide as follows:

(a) At the time that any Section is incorporated into the Property, Declarant shall irrevocably and expressly declare said Section to be either an "All-Age Section" or an "All Adult Section". "All-Age Section" shall mean that the section is not subject to any restriction regarding the ages of its residents. "All Adult Section" shall mean that the section is subject to the following restriction, either as set forth herein or as subsequently modified:

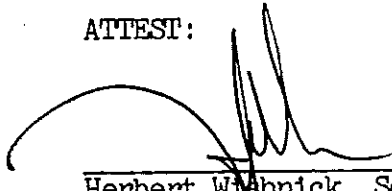
The permanent residents of an All Adult Section will be restricted by covenant to residents who (i) are at least forty-eight (48) years of age or over or (ii) in the case of family units of three (3) persons or less, at least one (1) of whom is forty-eight (48) years of age or over; provided, however, that up to two (2) children nineteen (19) years of age or over may reside with a parent(s). In no event however shall more than three (3) persons permanently reside in any Home. Further where there is no bedroom (studio model), only one (1) person may permanently reside in said Home.

Section 1 of the Community shall continue as an All Adult Section.

3. Sponsor hereby declares that Section 21 is incorporated into the Property and Community and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, liens, and provisions set forth in the Initial Declaration and this Supplemental and Amendatory Declaration, all of which are hereby incorporated by reference as though fully set forth herein, and that Section 21 is and shall be an All-Age Section.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its President and attested by its Secretary, and the corporate seal affixed, pursuant to a resolution duly and unanimously adopted by its Board of Directors, and each and every contract purchaser, owner, occupant, or holder of any mortgage or other lien upon, or having any legal or equitable interest in any portion of the property subject to the Declaration have caused this instrument to be executed and ensealed by their duly authorized attorney in fact, all as of the day and year first above written.

ATTEST:


Herbert Wishnick, Secretary

CRESTWOOD VILLAGE, INC.

By: 
Miroslav A. Kokes, President

CRESTWOOD VILLAGE, INC., as
Attorney in fact

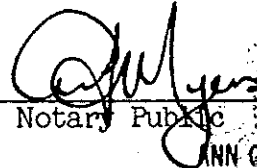
By: 
Miroslav A. Kokes, President


Herbert Wishnick, Secretary

STATE OF NEW JERSEY)
)SS:
 COUNTY OF OCEAN)

I HEREBY CERTIFY that on this 10th day of January, 1984, before me, a Notary Public in and for the State and County aforesaid, personally appeared MIROSLAV A. KOKES, President of Crestwood Village, Inc., a body corporate of the State of New Jersey, and acknowledged himself to be such President and duly authorized and empowered to act on behalf of Crestwood Village, Inc., and did further acknowledge the aforesaid Declaration to be the act and deed of Crestwood Village, Inc. for the purposes therein contained.

WITNESS my hand and Notarial Seal


 Notary Public

ANN G. MYERS
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires April 23, 1986

STATE OF NEW JERSEY :

COUNTY OF OCEAN :

TO WIT:

I HEREBY CERTIFY that on this 10th day of January, 1984, before me, a Notary Public for the state and county aforesaid, personally appeared Miroslav A. Kokes, the President of CRESTWOOD VILLAGE, INC., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed the same on behalf of said corporation as the attorney-in-fact for each and every contract purchaser, owner, occupant, or holder of any mortgage or other lien upon, or having any legal or equitable interest in any of the real property subject to the Declaration for the purposes therein set forth, and that the same is their act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.


 Notary Public

ANN G. MYERS
 My commission expires on NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires April 23, 1986

CONSENT AND AGREEMENT OF
MORTGAGEE

Midlantic National Bank, a National Banking Association, who is mortgagee under a mortgage dated March 19, 1979, and recorded among the Land Records of Frederick County, Maryland, in Liber 1077 at folios 789 et seq., hereby join in this Amendatory and Supplemental Declaration for the express purpose of consenting thereto and for the purpose of subjecting all of their right, title and interest under the said mortgage in and to the real property encumbered by the Declaration and/or described in this Amendatory and Supplemental Declaration to the operation and effect of this Amendatory and Supplemental Declaration.

IN WITNESS WHEREOF, said mortgagee has executed and ensealed this Consent and Agreement of Mortgagee or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 26th day of January, 1984.

ATTEST:

Midlantic National Bank, a
National Banking Association organized
and existing under the law of
the United States,
(SEAL)

Elsie M. Delfino
ELSIE M. DELFINO
ASSISTANT CASHIER

by Michael P. Criley
MICHAEL P. CRILEY
Assistant Vice President

STATE OF NEW JERSEY:

COUNTY OF MIDDLESEX:

TO WIT:

I HEREBY CERTIFY that on this 26th day of Jan., 1984, before me, a Notary Public for the state and county aforesaid, personally appeared Michael P. Criley, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Assistant Vice President of MIDLANTIC NATIONAL BANK, a _____ organized and existing under the law of the U.S., that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Robert J. Thornton
Notary Public

NOTARY PUBLIC OF NEW JERSEY

My commission expires on Aug. 17, 1983.

DESCRIPTION OF PROPERTY

FELLOWS, READ & WEBER, INC.
CONSULTING ENGINEERS

MARYLAND DIVISION

FORMERLY

J. B. FERGUSON ENGINEERING, INC.

Conveyed by For Release

To

Location

Prepared by R.R.K., C.E.D.
Chkd. by
From Court Record L.

Date 8/1/83

from survey by

Date

F

Plan No.

Notes No.

Bearings: Approx

True

Mag

Variation

Copies to

N. J.	BEARINGS	DISTANCE	CALL
	The following described tract of land situated north of Crestwood Village Blvd. in the Frederick Election District of Frederick County, Maryland.		
	Beginning at a concrete monument No. 1528 as shown on a plat "Crestwood Village at Frederick, MD, Lot No. 1 Clubhouse" recorded in Plat Book 20, Page 12 among the Plat records of Frederick County, Maryland, said monument No. 1528 having a Maryland Grid Coordinate of North 567,740.51, an East Coordinate of 678,674.68, running thence with the Maryland Grid courses,		
1.	N.75°02'00"E.	42.43'	to a point; thence with the west margin line of Burning Bush Drive
2.	N.30°02'00"E.	138.35'	to a point; thence by a curve to the left having a radius of 970.00', an arc length of 52.10' subtended by a chord bearing and distance of
3.	N.28°29'40"E.	52.10'	to a point; thence
4.	N.19°33'40"W.	36.28'	to a point; thence with the south margin line of Wisteria Way
5.	N.66°04'39"W.	65.09'	to a point; thence by a curve to the right having a radius of 300.00', an arch length of 186.16', subtended by a chord bearing and distance of
6.	N.48°18'04"W.	183.18'	to a point; thence
7.	N.30°31'28"W.	368.92'	to a point; thence crossing and leaving said Wisteria Way
8.	N.54°49'27"E.	408.00'	to a point; thence
9.	S.80°51'57"E.	266.56'	to a point; thence
10.	S.37°40'08"E.	118.90'	to a point in the west margin line of Burning Bush Drive thence with said margin line by a curve to the left having a radius of 430.00', an arc length of 153.64', subtended by a chord bearing and distance of
11.	S.42°05'43"W.	152.82'	to a point; thence crossing said Burning Bush Drive
12.	S.58°08'26"W.	60.00'	to a point on the east margin line of Burning Bush Drive; thence with said margin line by a curve to the left having a radius of 370.00', an arch length of 108.66', subtended by a chord bearing and distance of
13.	S.23°26'47"W.	108.27'	to a point; thence

EXHIBIT A

7

(7)

BOOK 1226 PAGE 618
DESCRIPTION OF PROPERTY

Page 2 of 2

FELLOWS, READ & WEBER, INC.
CONSULTING ENGINEERS
MARYLAND DIVISION
FORMERLY
J. B. FERGUSON ENGINEERING, INC.

Conveyed by

To

Location

Prepared by

Date

from survey by

Date

Chkd. by

F

Plan No.

Notes No.

From Court Record L.

Bearings: - Approx

True

Mag

Variation

Copies to

NO.	BEARINGS	DISTANCE	CALL
14.	S.15°02'00"W.	188.35'	to a point; thence with said margin line by a curve to the right having a radius of 1,030.00', an arc length of 269.65', subtended by a chord bearing and distance of
15.	S.22°32'00"W.	268.88'	to a point; thence
16.	S.30°02'00"W.	138.35'	to a point; thence
17.	S.14°58'00"E.	42.43'	to a point in the north margin line of Crestwood Village Blvd.; thence with said margin line crossing said Burning Bush Drive to the place of beginning containing 7.0327 acres.
18.	N.59°58'00"W.	120.00'	

Subject to a 40 foot wide sewer easement conveyed to the Frederick County Department of Public Works and all other easements required as shown on the attached plat.

Subject also to all the area within the right-of-way lines of Burning Bush Drive and Wisteria Way to be dedicated on final plat.

Being a portion of the land conveyed by Sabray Limited Partnership to Crestwood Village, Inc., by deed dated February 14, 1978 and recorded in Deed Book 1042, Page 222 among the land records of Frederick County, Maryland.

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SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CRESTWOOD VILLAGE AT FREDERICK
HOMEOWNER'S ASSOCIATION, INC.

This Amendment to Declaration, made this 10th day of January, 1984, by Crestwood Village, Inc., a New Jersey Corporation, having its principal office at P.O. Box 166, Whiting, New Jersey (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of fee simple title to a substantial portion of approximately 209.602 acres of land located in Frederick County, Maryland, (hereinafter referred to as the "Entire Tract"); and

WHEREAS, the Declarant is currently developing a residential community upon all or a portion of the Entire Tract to be known as "Crestwood Village at Frederick" (hereinafter the "Community") which is intended to ultimately contain up to 1,200 to 1,600 homes together with certain recreational and other facilities; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions of Crestwood Village at Frederick Homeowner's Association, Inc., dated August 23, 1979 and recorded in Liber

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