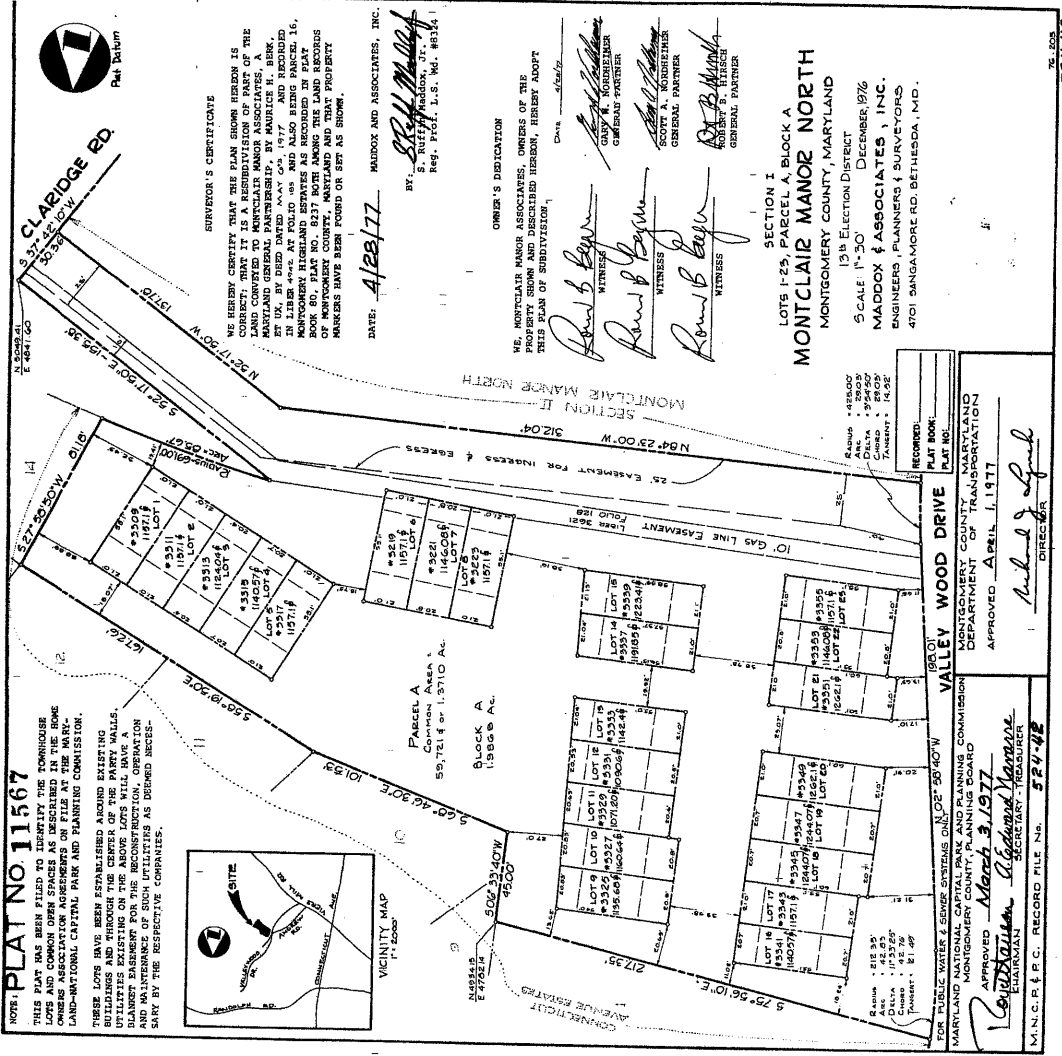
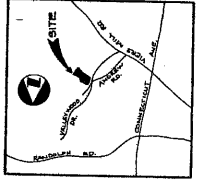


M M HOA, Inc.



PLAT NO. 11567

NOTE: THESE LOTS WERE FILED TO IDENTIFY THE TOWNHOUSE LOTS AND CONDOMINIUM UNITS FOR THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION. THESE LOTS HAVE BEEN ESTABLISHED ACCORDING TO THE BUILDINGS AND THROUGH THE CENTER OF THE PARTY WALLS. UTILITIES EXISTING ON THE ABOVE LOTS WILL HAVE A PROTECTIVE COVERING FOR PROTECTION DURING CONSTRUCTION, OPERATION AND MAINTENANCE OF SUCH UTILITIES AS SHOWN HEREIN BY THE RESPECTIVE COMPANIES.



SURVEYOR'S CERTIFICATE

WE HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY OF THE LAND COMPLETED BY MADDUX AND ASSOCIATES, INC., MARYLAND GENERAL PARTNERSHIP, BY MAURICE H. BARK, IN JULY 1977, AND RECORDED IN THE RECORDS OF MONTGOMERY COUNTY, MARYLAND, BOOK 80, PLAT NO. 8237 BOTH AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND AND THAT PROPERTY MARKERS HAVE BEEN FOUND ON SET AS SHOWN.

DATE: 4/28/77 MADDUX AND ASSOCIATES, INC.
BY: [Signature]
REGISTERED SURVEYOR, J.D.
REG. 1964, LIST NO. 8834

OWNER'S DEDICATION

WE, MONTCLAIR MANOR ASSOCIATES, OWNERS OF THE PROPERTY SHOWN AND DEDICATED HEREON, HEREBY ADOPT THIS PLAN OF SUBDIVISION.

DATE: 4/28/77

WITNESSES:
[Signature] GARY H. MONTGOMERY
GENERAL PARTNER
[Signature] SCOTT A. KODRZEWSKI
GENERAL PARTNER
[Signature] ROBERT M. MADDUX
GENERAL PARTNER

SECTION I
LOTS 1-25, PARCEL A, BLOCK A
MONTCLAIR MANOR NORTH
MONTGOMERY COUNTY, MARYLAND

SCALE: 1"=50'
13th ELECTION DISTRICT
DECEMBER, 1976
MADDUX & ASSOCIATES, INC.
ENGINEERS, PLANNERS & SURVEYORS
4701 SANGAMORE RD. BETHESDA, MD.

RECORDED
PLAT NO. 11567

APPROVED March 3, 1977
MONTGOMERY COUNTY PLANNING BOARD
DEPARTMENT OF TRANSPORTATION
APPROVED APRIL 1, 1977

FOR PUBLIC WATER & SEWER SYSTEMS ONLY 90'x40' W
VALLEY WOOD DRIVE
MONTGOMERY COUNTY PLANNING COMMISSION
MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF TRANSPORTATION

APPROVED March 3, 1977
CHAIRMAN: [Signature]
SECRETARY: [Signature]
TREASURER: [Signature]

M.C.C.R. & P.C. RECORD FILE NO. 524-72

75,000
524-72

MARYLAND STATE ARCHIVES

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 4942, p. 0187, MSA_CE63_4900. Date available 08/04/2005. Printed 03/16/2016

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MAY-6-77 PAID 61

LIBER 4942 FOLIO 187

CLERK'S OFFICE
MONTG. CO., MD.

1977 MAY -6 PM 2:29

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
MONTCLAIR MANOR HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by MONTCLAIR MANOR ASSOCIATES, a Maryland general partnership, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, by deed dated April, 1977, and recorded among the Land Records of Montgomery County, Maryland, in Liber 4942, Folio 185, Declarant acquired and is the owner of certain real property (the "Land") consisting of (i) twenty-three (23) townhouse lots and the improvements thereon, located in Section I, Parcel A, Block A, Montclair Manor North, and (ii) common areas of approximately 1.3710 acres contiguous to such lots, all located in Montgomery County, Maryland, and shown on that certain plat recorded among the land records of Montgomery County, Maryland in plat book 102, folio 11647; and

WHEREAS, Declarant desires to create on the Land a planned community; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in such community and for the maintenance of the community and its facilities, and to this end desires to subject certain portions of the Land, together with such additions as may hereafter be made thereto (as provided in Article X hereof), to the covenants, restrictions, easements, charges and liens set forth in this Declaration; and

WHEREAS, Declarant has deemed and does deem it desirable for the efficient preservation of the values and amenities in the community to create an agency to which shall be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents of the community; and

WHEREAS, Declarant has caused to be incorporated or, simultaneously with the recordation of this Declaration, shall cause to be incorporated, under the laws of the State of Maryland, MONTCLAIR MANOR HOMEOWNERS' ASSOCIATION, INC., as

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LIBER 4942 FOLIO 188

a nonprofit corporation for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, Declarant declares that the Land and such additions to the community as may hereafter be made pursuant to Article X hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which covenants and restrictions shall run with the Land and be binding upon and inure to the benefit of all parties at any time having any right, title or interest in and to the Land, or any part thereof, or any additions thereto.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to MONTCLAIR MANOR HOMEOWNERS' ASSOCIATION, INC., a Maryland corporation, its successors and assigns.

Section 2. "Common Areas" shall mean and refer to those areas of the Land or additions thereto (including the improvements from time to time erected thereon), which may be designated "Common Area" or "Common Areas", on any recorded plat, or on any plat recorded simultaneously with a Supplemental Declaration making additions to the Land. Common Areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not dedicated (in fee or by easement) for the use by the general public or others, unless and to the extent expressly provided in any Supplemental Declaration.

Section 3. "Community" shall mean and refer to the planned unit development known as Section I, Parcel A, Block A, Montclair Manor North, all additional real property from time to time added thereto, and all improvements from time to time erected thereon which is or is made subject to the provisions of this Declaration.

Section 4. "Declarant" shall mean and refer to MONTCLAIR MANOR ASSOCIATES, a Maryland general partnership and its successors and assignees.

MEM 4942 FOLIO 189

Section 5. "Lot" shall mean and refer to any improved plot of land in the Community intended and subdivided for a single family or townhouse residence.

Section 6. "Member" shall mean and refer to each Member of the Association, as provided in Article III of this Declaration.

Section 7. "Mortgage" shall mean and refer to any mortgage, deed of trust or similar instrument granted as security for the performance of any obligation.

Section 8. "Mortgagee," as used in this Declaration and in the Bylaws of the Association, includes the holder of a note secured by a Mortgage encumbering a Lot and recorded among the land records of Montgomery County, Maryland.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or proceedings in lieu of foreclosure.

Section 10. "Supplemental Declaration" shall mean any instrument recorded by the Declarant, its successors or assigns, submitting additional land (together with the improvements thereon or to be constructed thereon) to the provisions of this Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Sections 3, 4 and 5 of this Article II, each Member shall have a non-exclusive right and easement of enjoyment in and to and ingress and egress into and from the Common Areas. Such easements shall be appurtenant to and shall pass with the title to such Member's Lot. Subject to the same limitations applicable to Members' easements in this Section 1, the members of Montclair Manor Homeowners' Association No. 2, Inc. shall have a non-exclusive right and easement of enjoyment in and to and ingress and egress into and from the Common Areas.

Section 2. Title to Common Areas; Easement for Completion. The Declarant shall convey to the Association, free and clear of encumbrances, the legal title to any Common

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Areas on any recorded plat, or on any plat recorded with a Supplemental Declaration, at the time the plat showing and designating such Common Areas is recorded. In the event that any improvements on any Common Areas added to the Community are not completed at the time such area is conveyed to the Association, the Declarant reserves an easement on, over, across and through such area to complete construction of the improvements thereon.

Section 3. Limitations on Members' Easements. The rights and easements of enjoyment for Members created hereby shall be subject to the following rights of the Association;

(a) the right to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the Common Areas, but the rights of such mortgagee in the Common Areas shall be subordinate to the rights of the Members hereunder;

(b) the right to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(c) the right to charge reasonable admission and other fees for the use of any recreational facilities included as part of the Common Areas;

(d) the right to dedicate or transfer all or any part of its interest in the Common Areas (subject to the restrictions hereof) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, that no such dedication or transfer shall be effective unless an instrument agreeing thereto and executed by 2/3 of each class of Members has been recorded among the appropriate records of Montgomery County, Maryland.

(e) the right to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance, replacement and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities, for the recreational purposes of the Members and other parties; and for ingress and egress of the Members and other parties;

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(f) the right to adopt and to amend rules and regulations (the "Rules and Regulations") governing the use by the Members of the Common Areas.

(g) the right to suspend the enjoyment rights of any Member in the recreational facilities for any period during which any assessment remains unpaid, and for any period not to exceed sixty days for any infraction of its published Rules and Regulations.

(h) the right to enter into the Common Areas for the purpose of completing, repairing or maintaining such Areas or any improvements thereon.

(i) the rights and easements of Members are also subject to the right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Areas for display and exhibit purposes, which right the Declarant hereby reserves for so long as it owns any Lot.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her rights of enjoyment to the Common Areas and facilities to the members of his or her family, tenants, or contract purchasers (and members of the family of any tenant or contract purchaser) who reside within the Community or to such other persons as may be permitted by the Association.

Section 5. Utility Easements. The Declarant, for itself, its successors and assigns, hereby expressly reserves easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance, replacement and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities.

ARTICLE III -

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot in the Community shall be a Member of the Association; provided, however, that any such person or entity who holds such ownership interest merely as security for the performance of an obligation shall

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not be a Member unless and until such person or entity has succeeded to such Owner's interest by enforcement of such security interest. Membership shall be appurtenant to and may not be separated from ownership of the Member's Lot.

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

(a) Class A. Class A Members shall be all Lot Owners (other than the Declarant except as noted in paragraph (b) below) and shall be entitled to one (1) vote for each Lot owned.

(b) Class B. The Class B Member shall be the Declarant, which shall be entitled to the number of votes equal to the sum of (i) the votes of all Class A Members and (ii) one, it being the intention that the Class B Member shall at all times be entitled to a majority of all the votes of the Class A Members and the Class B Member voting as a single class. The Class B membership shall be converted into a Class A membership upon the earlier to occur of (i) the conveyance by the Declarant of the 23rd Lot in the Community; (ii) the second anniversary of the recordation of this Declaration or (iii) recordation of a written instrument among the land records of Montgomery County, Maryland, executed by the Declarant, whereby it resigns its Class B membership in the Association.

Section 3. Common Ownership. When more than one person, or where an entity other than an individual person holds an interest in any Lot, all such persons or the entity, as the case may be, shall be Members. The vote for such Lot shall be exercised as they among themselves determine, (and as otherwise provided in the Bylaws) but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot in the Community by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or other transfer document, is deemed to covenant and agree

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to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and operating, repair and replacement reserve funds, such assessments to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title (other than as a lien on the land) unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively (i) for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Community and for the operation, improvement and maintenance of the Common Areas, and other areas described in Article V, Section 2 hereof, and for services and facilities devoted to these purposes or related to the use and enjoyment of the Common Areas or other areas described in Article V, Section 2, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, for the cost of labor, equipment, materials, management and supervision thereof, and for operating funds and reserve funds for repair and replacement of the Common Areas and other areas maintained by the Association pursuant to Article V, Section 2. The assessments shall include an adequate reserve for maintenance, repairs and replacement of those elements of the Common Areas and such other areas maintained by the Association pursuant to Article V, Section 2 that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

Section 3. Basis of Monthly Assessments.

(a) An initial, non-refundable, assessment in addition to all other assessments equal to two (2) months'

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estimated assessment for each Lot shall be payable by each purchaser at the closing of the sale by the Declarant of each Lot.

(b) The Board of Directors shall set the initial rate of the regular monthly assessment to be imposed upon each Member of the Association. The initial rate shall remain in effect until changed by the Board of Directors at a regular meeting or special meeting called for such purpose, subject to the provisions of Section 3(c) of this Article IV.

(c) The Board of Directors of the Association, after consideration of current maintenance costs and future needs of the Association, may fix the monthly assessment for any year in an amount below or above the initial monthly assessment set forth in Section 3(b), provided that it shall be an affirmative obligation of the Association and its Board of Directors to fix such assessments at an amount sufficient (i) to satisfactorily maintain, operate and provide reserves for the Common Areas, (ii) to satisfactorily maintain and provide reserves for other improvements within the Community as set forth in Article V, Section 2, (iii) to satisfactorily provide reserves for the operation, maintenance, repair and replacement of the Common Areas that must be replaced on a periodic basis and other areas specified in Article V, Section 2.

(d) In the event of any change in the monthly assessment as set forth herein, the Board of Directors of the Association shall fix the date of commencement and the new amount of the assessment against each Lot at least thirty (30) days in advance of the applicable date or period of the new assessment. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

(e) The Association shall, upon demand at any time, furnish to any Owner liable for any assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid, or the amount of any unpaid assessment. A reasonable charge may be made by the Association for the issuance of such certificate. Such certificates shall be conclusive of payment of any assessment therein stated to have been paid.

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Section 4. Special Assessments for Capital Improvements and Operating Reserves. In addition to the monthly assessments authorized by Section 3 of this Article IV, the Association may levy at any time a special assessment (which must be fixed at one uniform rate for each Lot) applicable to the year in which levied only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, and for operating the Common Areas, for which a reserve fund does not exist or is not adequate.

Section 5. Due Date of Assessments. The assessment payable with respect to any Lot shall be due and payable on the first day of each calendar month. The due date(s) of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien; Remedies of Association. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and, together with interest thereon and cost of collection thereof (as hereinafter provided), shall be and continue as a lien on the Lot against which such assessment was levied, and shall be and remain the personal obligation of the Owner of such Lot. Such personal obligation of the then Owner to pay such assessment shall remain his or her personal obligation and shall not pass to his successors in title (other than as a lien on the land) unless expressly assumed by such successors. If any assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date due at the highest rate permitted by law (but in no event greater than twelve percent (12%) per annum) and the Association may bring legal or equitable action against the Owner or other persons personally obligated to pay the same or may enforce or foreclose the lien against the Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessments reasonable attorneys' fees to be fixed by the court together with the costs of the action. No Owner of a Lot may waive or otherwise exculpate himself from liability for payment of assessments by non-use of the Common Areas or by abandonment of a Lot.

LIBER 4942 FOLIO 196

Section 7. Subordination to the Lien of First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, each holder of a first mortgage on any Lot who comes into possession of such Lot by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder takes title to the Lot. The unpaid assessments pertaining to such Lot shall be assessed against all Lots, including the mortgaged Lot. No sale or transfer of a Lot shall relieve such Lot or the Owner thereof from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Exempt Property. The following property in the Community (at any time) shall be exempt from the assessments, charge and lien created herein: (a) all property dedicated to and accepted by a governmental body, agency or authority, to be devoted to public use (other than land or improvements constituting Lots or a part thereof); and (b) all Common Areas.

ARTICLE V

OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Areas. The Association shall be responsible for the maintenance, repair and replacement of all Common Areas and all improvements thereon, including furnishings and equipment related thereto, (unless the repair or replacement is necessitated by the negligence, misuse or neglect of a Member, in which case the expense of such repair or replacement shall be borne by such Member), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. In furtherance of such obligations, the Association shall contract for management and maintenance services to be provided to the Association with persons or entities of its choosing, including the Declarant and affiliates thereof. In executing such contracts, the Association shall be acting solely as agent, and shall incur no personal or corporate liability thereunder.

Section 2. Other Areas.

(a) In addition to maintenance of the Common Areas, the Association shall provide exterior maintenance with respect to each dwelling unit, as follows: painting, repair, maintenance and replacement and care of roofs, patios, balconies, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Notwithstanding the foregoing, in the event that the need for maintenance or repair of the exterior of a dwelling unit is caused through the willful or negligent acts of its Owner or tenant thereof, or through the willful or negligent acts of the family, guests or invitees of the Owner or tenant of the dwelling unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such dwelling unit is subject. Any other provision hereof to the contrary notwithstanding, the Declarant shall be liable for the pro rata cost of such maintenance attributable to Lots and the dwelling units thereon owned by the Declarant.

(b) The obligation of the Association to provide exterior maintenance for Lots and the dwelling units thereon may be abrogated at any time (or from time to time and subsequently reinstated) by the affirmative vote of two-thirds (2/3) of the Directors of the Association. In the event of any such abrogation, exterior maintenance shall become the obligation of the Owners of the Lot. Within sixty (60) days after any decision to abrogate the responsibility for exterior maintenance, the Association shall review, and if necessary, decrease the monthly assessments to all Members, and shall distribute equally among them any reserves theretofore accumulated with respect to such exterior maintenance obligation.

ARTICLE VI

OBIGATIONS OF THE MEMBERS

Section 1. Common Areas. Each Member, and their tenants and family members, employees and invitees of either shall be responsible for using the Common Areas in a safe and orderly manner consistent with the purpose for which each Common Area is intended, and shall be personally liable for

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any damage caused to person or property by reason of their misuse or neglect.

Section 2. Lots. Subject to the provisions of Section 2 of Article V hereof, the Owner of each Lot shall be responsible for maintaining his or her Lot in a safe, clean and orderly condition, so as not to detract from the values of the Community or to cause nuisance or danger to any other occupant of the Community.

ARTICLE VII

PARTY WALLS

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

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

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

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

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Section 5. 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.

ARTICLE VIII

USE OF THE COMMUNITY

Section 1. Protective Covenants.

(a) Residential and Related Use. No part of the Community shall be used except for residential housing and the related common purposes for which the Community was designed. Nothing above shall prohibit a Lot from being used as a professional office by a physician or dentist or as a personal studio or office, provided any such use is not prohibited by applicable zoning ordinances and provided further that any such use does not interfere with the quiet enjoyment or comfort of any other Owner.

(b) No Commercial Uses. Except as provided in paragraph (a) above, no part of the Community shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any commercial, manufacturing, mercantile, or other such non-residential purposes, except as allowed by applicable law and subject to the control of the Board of Directors, provided, however, that (i) Declarant, its successors or assigns, may use any part of the Community for model home sites, display and sales offices and any other purposes related to the completion or construction of any part of the Community during the construction and sales period and (ii) the Association may permit such usage as an adjunct to a recreational or educational activity sponsored or provided by the Association in or on the Common Areas.

(c) Signs. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas," and such promotional, for sale or for rent signs as may be maintained by Declarant, no sign or billboard of any kind shall be displayed to the public view on any portion of the Community, except one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the property for sale

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or rent, and name and address signs of a size and type approved by the Architectural Control Committee.

(d) Prohibited Activities. No noxious or offensive activity shall be carried on in any part of the Community, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to others, or which shall in any way interfere with the quiet enjoyment of each of the Owners of their respective Lots, or which shall in any way increase the rate of insurance on the Common Areas.

(e) Antennae. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot. Normal radio and television installations wholly within a building are excepted.

(f) Restriction on Further Subdivision. No Lot upon which a dwelling unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion of less than all of any such Lot, nor any easement or other interest therein, other than easements specifically provided for herein or easements for utilities, shall be conveyed or transferred by any Owner.

(g) Parking Restrictions. No automobile, motorcycle, bicycle, tricycle or other wheeled vehicles or toys shall be parked or left unattended in any driveway located in the Common Area so as to interfere with the use of or ingress and egress into or from such Common Areas. No boat, trailer or recreational vehicle shall be parked in any part of the Community except in a garage, screened enclosure or specifically designated area approved by the Board of Directors or the Architectural Control Committee.

(h) Trash. Storage, collection and disposal of trash shall be in compliance with standards set by the Architectural Control Committee.

(i) Pets. Subject to such limitations as may from time to time be set by the Board of Directors or the Architectural Control Committee, domestic house or yard pets (and not livestock), in reasonable numbers per dwelling unit, may be kept and maintained, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside the

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Owner's premises and must not become a nuisance to other Owners. If such pets at any time constitute a nuisance, they may be ordered removed from the Community by the Board of Directors.

(j) Clothes Drying Equipment. No clothes lines or other exterior clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Board of Directors or the Architectural Control Committee.

(k) Other Restrictions. The Board of Directors or the Architectural Control Committee may from time to time adopt general rules consistent with and to implement the purposes set forth in this Article VIII, and to interpret the covenants in this Article, which general rules may apply to the Board or Community as a whole or to any part thereof. Once adopted, any such general rules may be amended only by a two-thirds (2/3) vote of the Architectural Control Committee, following a public hearing for which due notice has been provided, and pursuant to an affirmative vote of two-thirds (2/3) of the Board of Directors.

(l) Exceptions. The Board of Directors or the Architectural Control Committee may issue temporary permits or variances to except any prohibitions expressed or implied by this section, provided the Board or Committee acts in accordance with adopted guidelines and procedures.

Section 2. Utility Easements. The Declarant, for itself and its successors and assigns, hereby creates easements over, under, in, on, and through the Community, as expanded from time to time, for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, and inspection of sewer, water, drainage, electric, gas, television, telephone and cable television facilities and the wires, lines, conduits and other necessary and proper attachments in connection therewith, for the benefit of the adjoining land owners, the Declarant, any federal, state or local authority, commission, or agency having jurisdiction thereover and any firm or corporation, either public, quasi-public or private, supplying or servicing such facilities.

Section 3. Encroachment Easement. Each Lot is hereby declared to have an easement over all adjoining Lots and all

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Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of a building, roof overhangs, gutters, architectural or other appendages, draining of rain water from roofs, or any other similar cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by such encroachments, 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 such encroachment occurred due to the willful misconduct of such Owner or Owners. In the event a dwelling unit or other structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that encroachments over adjoining Lots and Common Areas of all types shall be permitted and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist. The provisions of this Section 5 also shall apply to encroachments by any Common Area on any Lot.

ARTICLE IX

ARCHITECTURAL CONTROL

No building, fence, wall or other structure, or appurtenances to any structure, erected or maintained in the Community, nor any exterior addition to or change or alteration therein shall be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography to and by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and this Article IX will be deemed to have been fully complied with. The provisions of this Article shall not apply to original construction by the Declarant.

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ARTICLE X

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Initial Property. The real property initially subject to this Declaration is the Land.

Section 2. Mergers. Upon a merger or consolidation of the Association with Montclair Manor Homeowners' Association No. 2, Inc. ("Association No. 2") and/or Montclair Manor Homeowners' Association No. 3, Inc. ("Association No. 3"), Maryland corporations, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. Declarant expressly reserves unto itself the right, without the consent of any other Owner, to effect a merger or consolidation of the Association with Association No. 2 and/or Association No. 3. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration within the Properties except as hereinafter provided.

Section 3. Effect of Annexation. Any additional lands added to the Community pursuant to this Article shall be considered a part of the "Community" for all purposes of this Declaration, and (b) all voting of each class of the membership of the Association, and all voting by the Owners hereunder, shall be aggregated, it being intended that any voting requirements need not be fulfilled separately for the real property described in a Supplemental Declaration.

ARTICLE XI

DURATION AND AMENDMENT

This Declaration shall run with and bind the Community, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any Lot, or their mortgagees, and their respective legal

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representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded; after which time this Declaration shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by Members holding not less than two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to terminate or change this Declaration in whole or in part; provided, however, that no such agreement to terminate or change shall be effective unless written notice of the proposed agreement is sent to every Member at least ninety (90) days in advance of any action taken. Unless specifically prohibited herein, this Declaration may be amended or terminated only by an instrument signed by Owners holding not less than two-thirds (2/3) of the votes of the membership upon prior approval of first mortgagees holding first mortgages on 75% of the Lots in the Community at the time such amendment is adopted. Any amendment must be properly recorded to be effective.

ARTICLE XII

REMEDIES

The Declarant, the Association, any Owner, or their mortgagees, and their respective legal representatives, successors and assigns, shall have the right to enforce this Declaration, by any proceeding at law or in equity, against any person or persons violating or attempting to violate any provision hereof, any provision of the Articles of Incorporation, Bylaws or Rules and Regulations, for injunctive relief, to restrain violation, to require specific performance and/or to recover damages; and, against the Land, to enforce any lien created by this Declaration. The expenses of enforcement shall be chargeable to the Owner of the Lot in violation this Declaration and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

ARTICLE XIII

CONSENT OF FIRST MORTGAGEES

Notwithstanding and in addition to any other provision of this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations, unless at least 75% of the mortgagees holding mortgages constituting first liens on

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Lots subject to such mortgages (based on one vote for each mortgage owned) have given their prior written approval, the Association, Members, and the Board of Directors shall not be entitled to: (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas owned, directly or indirectly, by the Association; provided, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and any other common property shall not be deemed a transfer within the meaning of this clause; (ii) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Member; (iii) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance or maintenance of the dwelling units or other improvements, the exterior maintenance of the dwelling units or other improvements, the maintenance of the Common Areas or common walks or common fences and driveways, or the upkeep of lawns and plantings within the Community; (iv) fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs); (v) use hazard insurance proceeds for losses to any Common Areas (or other areas required to be maintained by the Association) for other than the repair, replacement or reconstruction of such Common Areas or other areas; or (vi) if the Federal National Mortgage Association is a mortgagee of any Lot, or if the Veteran's Administration has insured a mortgage on any Lot, adopt any amendment or modification of this Declaration. This Article, however, shall not apply to or in any way be construed as a limitation upon any right, now or hereafter existing, of the Declarant pursuant to applicable laws to submit other real property to the provisions of this Declaration.

ARTICLE XIV

PRIORITY OF FIRST MORTGAGEES

No provision of this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Lots pursuant to their first mortgages in the case of a

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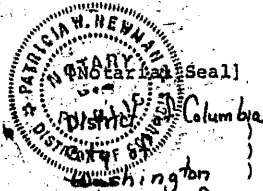
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District of Columbia
City of Washington) ss:

I, Patricia W. Newman, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Gary H. Nordheimer personally appeared before me in said jurisdiction and, being by me first duly sworn, did depose and say that he is a party (as a partner of Montclair Manor Associates, a Maryland partnership) to the foregoing and annexed Declaration; and he acknowledged the said Declaration and that he executed the same as his free act and deed.

April, 1977. Subscribed and sworn to before me this 29th day of

Patricia W. Newman
Notary Public
PATRICIA W. NEWMAN
My Commission Expires March 31, 1982



ss:

I, Patricia W. Newman, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Scott A. Nordheimer personally appeared before me in said jurisdiction and, being by me first duly sworn, did depose and say that he is a party (as a partner of Montclair Manor Associates, a Maryland partnership) to the foregoing and annexed Declaration; and he acknowledged the said Declaration and that he executed the same as his free act and deed.

April, 1977. Subscribed and sworn to before me this 29th day of

Patricia W. Newman
Notary Public
PATRICIA W. NEWMAN
My Commission Expires March 31, 1982



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District of Columbia)
City of) ss:
Washington)

I, Patricia W. Newman, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Robert B. Hirsch personally appeared before me in said jurisdiction and, being by me first duly sworn, did depose and say that he is a party (as a partner of Montclair Manor Associates, a Maryland partnership) to the foregoing and annexed Declaration; and he acknowledged the said Declaration and that he executed the same as his free act and deed.

Subscribed and sworn to before me this 29th day of April, 1977.

Patricia W. Newman
Notary Public
PATRICIA W. NEWMAN
My Commission Expires March 31, 1982

