

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DORSEY ESTATES

THIS DECLARATION made on the date hereinafter set forth by Robert J. Sullivan, Trustee for Dorsey Associates, a Limited Partnership, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Montgomery County, State of Maryland, which is more particularly described as follows:

"Lots 1 through 49, Parcel A, Dorsey Estates," as per plat thereof recorded or to be recorded among the Land records of Montgomery County, Maryland, in Plat Book 113 at Plat 13391;"

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assign, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Dorsey Estates Homeowners Association, Inc., and its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean any Lot shown on any recorded sub-division plat of the Properties.

Section 5. "Common Areas" shall mean all that certain real property, including the improvements thereto, owned by the Association for the common use and enjoyment of all Owners. The common Area to be conveyed to the Association before the conveyance of the first Lot is described as follows:

"Parcel A, Dorsey Estates," as per plat thereof recorded or to be recorded among the Land Records of Montgomery County, Maryland in Plat book at Plat

Section 6. "Declarant" shall mean and refer collectively to those persons named above, their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Development Period" shall begin on the date of recording of this Declaration and end on August 1, 1987.

Section 8. "Member" is defined in Article III

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot; subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use by guests of Owners of the Common Areas and the recreational facilities appurtenant thereto; and to limit the number of guests of Owners who may use the Common Areas;

(b) The right of the Association to suspend voting rights, to suspend parking rights and to suspend the right to use of the Common Areas by and Owner for any period during which any assessment against his Lot remains unpaid; except that such suspensions shall not limit the Owner's right of ingress and egress over the Common Areas to his Lot.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer. Any sale, transfer, assignment, dedication or otherwise, whether by the Association or the Declarant, shall require approval of the Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission, said approval not to be unreasonably withheld. Furthermore, the Commission shall have the right to bring any action for any legal or equitable relief necessary to enforce the aforementioned Commission rights. In addition, the rights, privileges and obligations afforded to the Montgomery County's Planning Board of the Maryland-National Capital Park and Planning Commission as set forth herein, shall not be subject to any amendment procedure without its consent.

(d) The right of Lot Owners to the exclusive use of parking spaces as provided below in Section 3, subject to Section 1(b) above.

(e) All Owners shall have an easement of enjoyment in and to all bike-paths or walkways located in the Common Areas.

(f) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas and to the levying of fines for infractions of this Declaration, the By-Laws, Articles of Incorporation or other published rules or regulations of the Association, as lawfully amended from time to time.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the by-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. The Association shall have the right to designated parking spaces, including spaces to be reserved for visitors, in the Board of Director's sole discretion, which designation may be amended from time to time. The Association is empowered to permanently assign at least one automobile parking space for each Lot, which shall be as near and convenient to each Lot as reasonably possible, together with the rights of ingress and egress in and upon the Common Areas. There shall, however, not be more than two automobiles parking spaces assigned to each Lot.

Section 4. the Declarant hereby covenants, for itself, its successors or assigns, that it will convey fee simple title to the Common Areas and all improvements thereto to the Association, free and clear of all encumbrances and liens, but subject to easements, covenants and conditions contained herein or recorded prior hereto.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and said Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier;

(a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, or

(b) the Development Period expires.

ARTICLE IV

COVENANTS FOR MAINTENANCE OF ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments, and (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them. The Declarant, however, shall fund all deficits in the budget of the Association until the termination of Class B Membership and shall maintain the Common Areas at no cost to the Association until 75% of the lots have been conveyed to Owners other than the Declarant.

Any late fees assessed shall also be a continuing lien upon the property in the same manner as each assessment, interest, costs, and attorneys' fees shall be charged.

Section 2. Annual Assessment. The Annual Assessments for Lots shall be for the purpose of improvement and maintenance of the Common Areas and shall be the same for all Lots, except that the Annual Assessments for Lots owned by the Declarant and not occupied as residences shall be not less than twenty-five percent (25%) of the Assessment charged Class A members from time to time.

Section 3. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Areas.

Section 4. Maximum Annual Assessment.

(a) Until January 1st of the year immediately following the conveyance of the Common Areas to the Association, the maximum Annual Assessment for any Lot owned by the Declarant, or any Lot owned or leased by the Declarant on which a dwelling has been erected, shall be \$180.00, provided, however, that should any dwelling be occupied except as a sales office or model by the Declarant, the maximum Annual Assessment shall be the same as that of a Lot on which a dwelling has been erected which is not owned by the Declarant. The maximum Annual Assessment for any Lot on which a dwelling has been erected which is not owned by the Declarant shall be \$45.00.

(b) From and after January 1st of the year immediately following the conveyance of the Common Areas to the Association, the maximum Annual Assessment may not be increased each year by an amount more than the product of the percentage increases in the annual Consumer Price Index and the maximum Annual Assessment for the previous year without a vote of the Membership

(c) From and after January 1st of the year immediately following the conveyance of the Common Areas to the Association, the maximum Annual Assessment may be increased more than the amount specified in subsection (b) above by a vote of two-thirds (2/3) of each class of members who are voting in person or proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

Section 5. Special Assessments. The Association may levy, subject to the provisions hereinafter stated, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that:

(a) Special Assessments related to capital improvements in the Common Areas will be borne by all Lots; and

(b) any such assessment, including the due date of payments on account of such assessment, shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 6. Notice and quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days, nor more than 60 days in advance of the meeting.

At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the proceeding meeting. No such subsequent meeting shall be held more than 60 days following the proceeding meeting.

Section 7. Uniform Rate of Assessments. Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except as provided in Section 2 and 4 above.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all Lots the first day of the month following the conveyance of the Common Areas. The First Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. In the event of the failure of the Board of Directors to fix the Annual Assessment for the next ensuing assessment period, the said Annual Assessment shall be the same as that for the previous Annual Assessment period.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate of interest. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may avoid liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot. A late fee of \$15.00 or ten percent (10%) of the delinquent amount, whichever is greater, may also be imposed for each assessment which remains unpaid more than thirty (30) days after the due date. Nothing in this paragraph shall be construed to limit the Association's right to take action to enforce this Article by any other means permitted by law or in this Declaration.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or a proceeding in lieu thereof, shall extinguish the lien on such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All Properties dedicated to, and accepted by, a local public authority, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure or exterior painting, shall be commenced, erected or maintained, upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, sitting as the Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

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

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

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

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

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

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

ARTICLE VII

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which said Lot is subject.

ARTICLE VIII

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. No Lot shall be used except for residential purposes, or for professional offices; but may be used for a builder's construction, sales office or models during the Development Period.

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

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

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

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

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

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

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

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

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

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

Section 12. No commercial vehicle with over one ton capacity or any boat, boat trailer or recreational vehicle of any kind shall be permitted to be kept upon any portion of the Common Areas except in Special parking areas designated by the Architectural Control Committee.

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

Section 14. No velocipedes, bicycles, or other articles of personal property shall be deposited, allowed or permitted to remain on any Lot, except in the rear yard. The Association may impound all such articles and make a charge for their return.

Section 15. The board of Directors of the Association is hereby empowered to make such reasonable rules and regulations and take such actions as it may deem necessary to implement and enforce Article VII and this Article VIII.

Section 16. The Declarant hereby grants to members of the Association in good standing and their agents and employees an easement upon and across any Lot adjacent to a Lot owned by said member for the purpose of temporary support of ladders during cleaning, painting, and maintenance operations of said member's Lot, and an easement over and across all walkways and sidewalks not dedicated to public use.

ARTICLE IX

NOTICE TO AND CONSENTS OF MORTGAGEES

Section 1. Notice to Board of Directors. An Owner who mortgages his Lot shall, in writing, notify the Board of Directors of the name and address of the mortgagee, and in the event that his mortgage is transferred to another holder, the said Lot owner shall notify, in writing, the Board of Directors of the name and address of the new holder of this mortgage. This information shall be maintained by the Board of Directors in a book entitled "Mortgages of Lots."

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

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

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

Section 5. Consents of Mortgagees. Notwithstanding any provision of the within document, the By-Laws or the Articles of Incorporation, or any other instrument or document to the contrary, neither the Owners, not the Board of Directors shall, without first obtaining the consent in writing of at least seventy-five (75%) percent of the first mortgagees, commence the following:

(a) partition or subdivision of the Common Areas held by the Association;

(b) sale, transfer, conveyance or encumbrance of any portion of the Common Areas (it being understood that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Lot Owners shall not be deemed a transfer);

(c) modification of the method of determining the assessments, obligations, dues or other charges which may be levied against an Owner;

(d) waive or abandon any portion of the aforesaid Declaration, By-Laws, Articles of Incorporation pertaining to the architectural control, common fences and driveways, or upkeep of lawns and plantings in the property covered by said documents;

(e) use of the proceeds of hazard insurance for losses to any Common Areas for other than the repair, replacement or reconstruction of such improvements;

(f) abandonment of and failure to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement costs).

ARTICLE X

RIGHTS OR MORTGAGEES

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

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

Section 3. Attendance at Meetings. Any institutional mortgagees of any Lot who desires notice of the Annual and Special meetings of the Association and the Board of Directors shall notify the Secretary to that effect by Certified Mail Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the Annual and Special meetings should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice to each annual or special meeting, as aforesaid, to each such institutional mortgagee, in the same manner and subject to the same requirements and limitations as are provided for with respect to notice of such meetings to the owners or the Board of Directors, as the case may be.

Any such institutional mortgagee shall be entitled to designate a representative to attend any such annual or special meeting and such representative may participate in the discussion as any such meeting and may, upon his request made to the chairman of the meeting in advance of the meeting, address the Owners or the Board of Directors, as the case may be, present at any such meeting. Such representative shall be entitled to a copy of the minutes of all meetings of the Association and the Board of Directors upon request in writing to the Secretary.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Each owner, including his/her guest or tenants, shall comply with this Declaration, the By-Laws, Articles of Incorporation or other published rules or regulations of the Association, as lawfully amended from time to time, and failure to comply with any terms of said governing documents shall be grounds for levying fines and other relief, which may include, without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment or all assessments. Fines shall be levied in a manner set forth by the Board, and in each case shall include offering the alleged violator(s) an opportunity for a hearing before the Board. Fines properly assessed shall be collectible in the same manner as any other assessment such that the Association shall have a lien against the Lot of such Owner and such fine(s) shall become the binding personal obligation of such Owner. If the Association, the Board of Directors, or any Owner, or any Mortgagee brings a successful action or proceeding to extinguish a violation or otherwise enforce the provisions of the Association's governing documents, the cost of each action or proceeding, including reasonable legal fees and costs, shall become a binding, personal obligation of the Owner (which includes his/her guests, family members, or tenants) committing or responsible for such violation, and such costs shall also be a lien upon the Lot of such Owners, provided that the requirements of Maryland Contract Lien Act are substantially fulfilled.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Easements, Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners except as provided in Section 5 below. Any such instrument shall become effective upon recordation.

Section 4. Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, except as provided in section 5 below.

Section 5. Amendment/Integration/Annexation of New Sections by Declarant. During the Development Period, the Declarant may record subdivision plats for new Sections, convey common Areas to the Association, annex new sections, and subject them to the terms of this Declaration, and make any amendments to these Covenants as the Declarant may deem necessary and proper to effect the integration of such Sections into the Association and this Declaration or to bring this Declaration into compliance with any law or regulation of a governmental agency without the consent of the Owners, provided the FHA and VA determine that such amendment and integration is in accord with the general plan heretofore approved by them.

Section 6. FHA/VA Approval. As long as there is a Class B Membership, and as provided above, the following actions will require the prior approval of the Federal Housing Administration or the Veterans

Administration; annexation of additional properties, dedication of common Areas and amendment to this Declaration of Covenants, conditions and Restrictions.

Section 7. Rights of Development. All development of the Common Areas hereinbefore described shall be in substantial conformance with the uses noted on the Site Development Plan previously filed by the Declarant with the Maryland-National Capital Park and Planning Commission. All rights of development for uses other than the aforesaid are hereby conveyed to the said Maryland-National Capital Park and Planning commission in accordance with the Zoning Regulations of Montgomery County.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this day of _____, 1982.

DORSEY ASSOCIATES, a Limited Partnership

By: _____

STATE OF MARYLAND

COUNTY OF _____

On this day of , 1982, before the undersigned subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert J. Sullivan, Trustee of Dorsey Associates, a Limited Partnership, know to me to be the person whose name is subscribed to the within Declaration, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

My commission expires _____ Notary Public

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
DORSEY ESTATES

The Declarant, Dorsey Associates, has previously subjected certain property to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions recorded among the Land Records of Montgomery County, Maryland, in Liber 5918 at Folio 408, hereby declares that the said Declaration shall be amended as follows:

1. Legal description of property changed to read as follows:

“Lots 50-57; 58-64; and 65-80, Parcel J, Dorsey Estates, as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 121 at Plat 14260.”

2. Section 5. “Common Areas” shall be amended as follows:

“Parcel J, Dorsey Estates, as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 121 at Plat 14260.”

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 27th day of July, 1983.

DORSEY-ASSOCIATES, a Limited Partnership

By:_____

STATE OF MARYLAND

COUNTY OF

On this 27th day of July, 1983, before the undersigned subscriber, a Notary Public in and for the State and county aforesaid, personally appeared _____,

Who proved himself to be the _____ of Dorsey Associates, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public
My commission expires: