

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 7th day of August, 1980 by ELIZABETH'S LANDING JOINT VENTURE, (hereinafter referred to as ""Elizabeth") a Maryland General Partnership, and ELIZABETH'S LANDING COMMUNITY ASSOCIATION, INC., hereinafter collectively referred to as "Declarant" LORRAINE S. BRANNAN, hereinafter referred to as "Mortgagee", and Joseph R. Cassidy & Pamela L. Harrison, hereinafter referred to as "Trustees" and THE NATIONAL BANK OF WASHINGTON, hereinafter referred to as the "Beneficiary".

WHEREAS, Declarant is the owner of certain property located in Anne Arundel County, Maryland, which is more particularly described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, Lorraine S. Brannan is Mortgagee pursuant to a Purchase Money Mortgage (The "Mortgage") dated October 25, 1979 secured by part of the property described in Exhibit A, which Mortgage is recorded among the Land Records of Anne Arundel County, Maryland in Liber 3257, folio 726; and WHEREAS, Joseph R. Cassidy & Pamela L. Harrison are trustees pursuant to a Deed of Trust and Security Agreement with Assignment of Rent (the "Deed of Trust") for the benefit of The National Bank of Washington dated October 25, 1979 secured by part of the property described in Exhibit A, which Deed of Trust is recorded among the aforesaid Land Records in Liber 3257, page 733.

NOW, THEREFORE, Declarant hereby declares that all of property described in Exhibit A 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 property or any part thereof, their heirs, administrator, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Elizabeth's Landing Community Association, Inc., a Maryland non-profit corporation, 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 part of the Property, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described intended to be recorded, among the Land Records of Anne Arundel County, Maryland. The Common Area includes, but is not limited to, private streets, parking lots, or driveways, utilities, recreation areas, open space and community areas.

Section 4. "Common Area" Shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association at the time of conveyance of the first Lot shall be the land, except the lots, as depicted on the Record Plat (the "Plat") entitled Elizabeth's Landing, consisting of a cover page and 24 additional pages recorded or intended to be recorded, among the Land Records of Anne Arundel County, Maryland. The Common Area includes, but is not limited to private streets, parking lots, driveways, utilities, recreation areas, open space and community areas.

Section 5. "Lot" shall mean and refer to all numbered subdivided parcels, shown on the Plat as an area for a single family residential dwelling or similar building (whether attached or detached) and shall not include public streets or Common areas.

Section 6. "Declarant" shall mean and refer to Elizabeth's Landing Joint Venture and Elizabeth's Landing Community Association, Inc., their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

- (a) The right of the Association to Levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights and right to use the recreational facilities, if any, of a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association By-Laws or its published rules and regulations. Assessments shall continue during any suspension period.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, 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 appropriate instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer shall have been recorded.
- (d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or increasing the Common area and in aid thereof with the assent of two-thirds (2/3) of each class of members voting in person or by proxy, to mortgage said Common Area. Such mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights to the members

hereunder shall be fully restored; provided, that, under no circumstances, shall the rights of the members of ingress, egress, utilities and parking be affected.

- (e) The right of the Association to take such steps reasonably necessary to protect the Common Area against an attempted foreclosure.
- (f) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.
- (g) The right of Elizabeth (and its sales agents, representatives and invites) to the non-exclusive use of the Common Area for office, construction, display, sales and exhibit purposes, which right Elizabeth hereby reserves; provided, however that the aforesaid right of Elizabeth shall terminate with respect to Common Areas which are part of any land annexed to the Property by the filing of a Supplemental Declaration, upon the sale and settlement of all the Lots within the annexed land.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, and to his guests, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any members to pay assessments as provided in Article IV of this Declaration.

Section 3. Title to Common Area. Title to Common Areas shall be conveyed from time to time to the Association free and clear of all liens and encumbrances. All of the Common Areas which are part of the land described in Exhibit A shall have been conveyed to the Association by no later than the date that the first lot is conveyed to the purchaser. All of the Common Areas which are part of any section of land which may be annexed to the Property by the filing of a Supplemental Declaration shall be conveyed to the Association no later than the date that the first lot in the particular section is conveyed to a purchaser whose mortgage shall be insured by the Veterans Administration. If no mortgage in a particular section is insured by the Veterans Administration, the Common Area in that particular section will be conveyed to the Association no later than ten (10) years from the date of recording of the Plat whereby the additional land is annexed to the Property or on such earlier date as may be required by Anne Arundel County.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot shall be a member of the Association as designated in Section 2 of this Article III. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Membership Classes and Voting rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners (except Elizabeth during such time as there shall be a Class B membership) of Lots which are subject to assessment by the Association under the terms of this Declaration and shall be entitled to one vote for each such lot so 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 owner.

Class B. The class member shall be Elizabeth, its successors and assigns, if such successors or assigns should acquire two (2) or more undeveloped lots from Elizabeth for the

purpose of development, 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 upon the earlier to occur of the following two dates.

- (a) The date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) Ten years following date of recording of the Record Plat,

ARTICLE IV

CONVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Property, upon which a single family residential dwelling or similar building (whether attached or detached) has been completed, 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 charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. If a delinquency occurs in the payment of annual and/or special assessments, which delinquency is not cured within thirty (30) days after the due date, said assessment(s), together with interest at the rate of eight per cent (8%) per annum, plus costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot 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 by written agreement. Nothing herein contained shall be construed to affect the validity of the lien or the remedies available to the association as set forth in Section 8 & 9 hereof.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the resident of the Property and for the improvement and maintenance of the Common Area, for maintenance, repair and/or replacement of utilities in the Common Area, and/or which serve more than one Lot, and for such reserves and for such purposes as shall be determined by the Association.

Section 3. Maximum Annual Assessments.

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWO Hundred Sixteen Dollars (\$216.00) per Lot, payable monthly in installments of Eighteen Dollars (\$18.00) per month.
- (b) From and after January 1 of the year immediately following conveyance of the first Lot to an owner, by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments for the previous year by not more than the percentage of increase in the cost of living as established in the Consumer Price Index or similar index as reported by the Department of Commerce.
- (c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased above the percentage of increase in the cost of living as established in the Consumer Price Index or similar index aforesaid, by a vote of two-thirds (2/3) of each class of members who

are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article 5, herein.

- (d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum as herein-before set forth.
- (e) Notwithstanding anything contained in this Declaration to the contrary Elizabeth, shall be obligated to pay for the Lots which it owns, only twenty-five per cent (25%) of the established annual or special assessment. For example, if the Assessment for Lots in a particular year is \$10.00 per month, Elizabeth shall pay \$2.50 per month for each Lot which it's owns.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to any one 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 Property, including fixtures and personal property related thereto, provide that any such assessment shall have the assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose as provided in Article IV, Section 5, herein.

Section 5. Notice for Any Action authorized Under Sections 3 and 4. Written Notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein with respect to the Property described in Exhibit A shall commence as to all members on the first day of the month following the conveyance of the first Lot in the Property to a Class A member. The annual assessments provided for herein in respect to any land which may be annexed to the Property, as set forth in article VIII hereof, shall commence as to the Lots on such land on the first day of the month following the conveyance of the first lot in said annexed land to a Class A member. Notwithstanding anything hereinabove contained, however, Elizabeth shall have no obligation to pay any assessment of any kind for Lots which it owns until such time as a certificate of occupancy shall have been issued for any improvements located on such Lots; provided, however, that if the Veterans Administration shall insure any mortgage on a particular Phase of the Property, as depicted in Exhibit B attached hereto and made a part hereof, Elizabeth shall thereupon be responsible to pay assessments (as provided in Section 3 (e)) for all Lots which it owns from time to time located in that particular Phase. The first annual assessment as to a Lot 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 member at least 30 days (30) in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The failure of the Board of Directors to act within the times specified shall not, however, relieve any Owner of his obligation to pay assessments hereunder. 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 that the assessments on a specified Lot have been paid and any such properly executed certificate shall be binding upon the Association.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight per cent (8%) per annum. The Association may bring an action at law

against the Owner personally obligated to pay the same, and/or the Association may foreclose the lien against the Lot. The lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements, as the foreclosure of mortgages or deeds of trust on real property in Maryland containing a power of sale or an assent to a degree. Suit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgment for unpaid charges may be maintained without waiving the lien during the same period. No action may be brought to foreclose the lien except after twenty (20) days written notice to the current owner of the Lot given by registered mail, return receipt requested. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to taxes and First Mortgage. The lien of the assessments provided for herein shall be subordinate to the Lien for taxes imposed by any lawful authority and for the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in Lieu thereof, shall extinguish the sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ENVIRONMENTAL PROTECTION

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alternation therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location 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 by the Board of Directors of the Association. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in Article V shall be construed to permit any review of architectural and building decisions made by Elizabeth with respect to any Lot. In carrying out the provisions of Article V, Article VI, Article VII or any other Article of this Declaration and of any of the rules and regulations adopted and promulgated pursuant to the provisions thereof, the Board of Directors and/or Elizabeth during the period of development, or their respective agents, employees, successors and assigns, may come upon any lot during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations. No one entering any such lot for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or inspection. Wherever any approval of the Board is required under the terms of this Declaration, such approval must be in writing.

ARTICLE VI

MAINTENANCE

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon; and shall also be responsible for the care, maintenance and replacement of property including utilities in the Common Areas and/or which serve more than one Lot and including rights-of-way dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property.

Section 2. Individual Lots. Except as otherwise provided herein, the Owner of each Lot shall be responsible for the care, maintenance and repair of said Lot, the premises and all improvement situate thereon, therein and thereunder.

In the event that any owner shall fail to maintain his Lot or the premises and the improvements situate thereon in a manner satisfactory to the Board, 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 Lot and to repair, maintain and/or restore the Lot, the premises and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon fifteen (15) days' written notice given to the owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added to and become part of the lien for assessment to which such Lot and Lot owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article IV, Section 8, hereof.

ARTICLE VII

USE RESTRICTIONS

The following shall be restrictions on the use of the Property which shall run with and bind the land.

- (a) None of the Lots shall be used for any purpose other than for residential use unless permitted by Zoning Regulations and other applicable laws. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement on the property unless permitted by Zoning Regulations and other applicable laws, provided, however, that Elizabeth may use any part of the property for development, construction, sales and marketing of the improvements and other facilities which it intends to install or erect on the Property, and for any incidental use in connection therewith.
- (b) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become a nuisance to the neighbors.
- (c) Roof top television and other antennas shall not be permitted except with the prior written approval of the Board of Directors, which approval shall be given only when it determines that reasonably good television reception cannot be

obtained without such an antenna. No amateur radio transmission antenna shall be constructed anywhere on the Property.

- (d) No junk vehicle or vehicles on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, van or the like shall be kept upon the Property, nor shall the repair or ordinary maintenance of automobiles or other vehicles be carried out on the Property, except that small trucks and vans, weighing not more than three quarters (3/4) of a ton, may be parked in properly designated parking areas. A limited number of boats and boat trailers may be parked in properly designated areas on a first-come first-serve basis.
- (e) No temporary building, tent, trailer, garage or shed shall be permitted on the Property except small tool sheds which shall be permitted only with the prior written approval of the Board of Directors.
- (f) No sign of any kind other than those of Elizabeth, a builder or their designated agent, shall be displayed to the public view on any Lot, except that one sign of not more than four (4) square feet advertising the Lot for sale or rent will be permitted.
- (g) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
- (h) No trees having a diameter of six (6) inches or more (measured at a point two feet above ground level) except during initial construction shall be removed from any Lot without the express written authorization of the Board of Directors or unless properly authorized by an appropriate governmental authority. The Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Board may mark certain trees, regardless of size, as not removable without written authorization.
- (i) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited upon the Property, except that this shall not prohibit the keeping of a maximum of two (2) dogs and/or cats as domestic pets, provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted on the Common Areas unless accompanied by an adult, and unless they are leashed. Any Owner who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold harmless the Association, each of the Owners and the Declarant from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet. All pets shall be registered with the Board of Directors, and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the Property, and the Board of Directors will have the exclusive authority to declare any pet a nuisance.

- (j) No lumber, materials, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except building materials during the course of construction, maintenance or repair by Elizabeth. Trash, garbage, or other waste shall not be kept except in sanitary containers and such shall not be visible from the streets. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- (k) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements through and over Lots have been reserved for sewers, drainage, and utility installations and maintenance for such purposes and uses as are shown on the Development Plan and/or any subdivision plat for the Property. Within these easements, no structure, planting, or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Elizabeth, its agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved. Elizabeth shall also have the right at the time of, or after, grading any street, driveway or parking area, or any part thereof, to enter upon any abutting Lot and grade the portion of such lot adjacent to such street, driveway or parking area but there shall be no obligation on Elizabeth to do such grading, unless otherwise properly required to do so by an appropriate government authority. Elizabeth shall further have the right to establish contiguous five foot drainage easements on any two adjacent lots if it is deemed necessary in the sole discretion of Elizabeth.
- (l) All Common Areas may be used for, and only for, parks and recreational purposes, parking, trash storage and collection, ingress and egress, and for utilities, including, but not limited to, storm water and sanitary sewers, telephone, waster, gas, electricity and cable T.V., and for such other purposes authorized by the Association or its Board of Directors, subject to the provisions of this Declaration.
- (m) The rights and duties with respect to sanitary and water, cable TV, electricity, gas and telephone lines and facilities shall be governed by the following:
 - (i) Whenever water, sanitary sewer, electricity, gas, cable TV or telephone connections, lines, cables or any portion thereof, are or have been installed within the property, the Owner of any lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.
 - (ii) The right granted in subparagraph (i) above shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area to its condition prior to such use.
 - (iii) In the event of a dispute between Owners with respect to the repair or rebuilding of said installations or with respect to sharing of the cost thereof, upon written request of one of such owners addressed to the Association, the matter shall be submitted to its Board of Directors who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.
- (n) Easements over the Property for the installation and maintenance of electric,

- telephone, cable TV, water, gas, drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, together with the right to grant and transfer the same during such time that Declarant is the Owner of the Property. Declarant also reserves the right to enter upon the Common Areas and Lots for the purpose of completing the improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon or to correct any condition which adversely affects the Property or any portion thereof.
- (o) No clothing or any other household fabric shall be hung in the open on or about the Property.
 - (p) The Board of Directors shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner any hedge or other planting which, in the opinion of the Board, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance, provided, however, that the Owner shall be given fifteen (15) days' prior written notice to correct the problem. The Association may bring an action at law against the owner personally obligated to pay same, or the Association may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
 - (q) No unlawful use shall be made of any portion of the property, and all laws, zoning and other ordinances and regulations of governmental and other municipal bodies and the like shall be observed at all times.
 - (r) Nothing contained in this Article VII shall be construed to limit in any way the rights and powers of the Board of Directors to approve or disapprove of the erection of buildings, fences, walls or other structures or of changes or alterations to the property as more fully provided in Article V hereof.
 - (s) Nothing contained in this Declaration shall be construed to in any way limit the right of Elizabeth to use any Lot owned by Elizabeth for the purposes of a construction office, sales office, executive and/or management office and/or for model and display purposes.
 - (t) All fences must be approved by the Board of Directors. The Board of Directors may not approve any fence unless it conforms to the following characteristics and nothing herein contained shall be construed to require the Board to approve a fence even if it does meet the following characteristics. Fences shall be made of Western red Cedar, stained in its natural color with a transparent finish and shall be no more than forty-eight inches in height. The type or style of fence shall be board-on-board. All fences shall be located within property lines of the Lot on which they are proposed to be located and shall be entirely to the rear of the rearmost portion of the house located on said Lot. With regard to an end Lot, the fence on the side of the house shall extend no more than five (5) feet from the side of the house located on said Lot. In addition, the Board may approve privacy fences of the same wood and finish above described at rear of houses. No such privacy fence shall be more than sixty (60) inches in height, nor shall it extend more than ten (10) feet in Length from the rear of the house located on the lot.
 - (u) Elizabeth reserves the right to place electric and/or utility meters on the exterior

of any improvement which may be located on any Lot which may be located within the Property. Said meters may serve the improvements to which they are attached and may serve other improvements located within the Property. A perpetual easement running with each Lot shall exist for the placement of such electric and other utility meters on the exterior of the improvements located on said Lots.

ARTICLE VIII

ANNEXATION

Additional land within the areas described in exhibit C, attached hereto and made a part hereof, may be annexed by Elizabeth, its successors and assigns, without the consent of members within ten (10) years from the date of the recording of this Declaration. Elizabeth shall have no obligation to annex any of such and, nor shall any of the land described in Exhibit C, hereto be subject to any of the terms, covenants and conditions of this Declaration unless and until Elizabeth and/or Lorraine S. Brannan, current record owner of the land described in Exhibit C, or such other person or entity who, in the future may be record owner of such land described in Exhibit C, execute an instrument specifically subjecting the land described in Exhibit C to the terms of this Declaration. Other lands may be annexed which are not described in Exhibit C, or which are described in Exhibit C, but which were not annexed in the said ten (10) year period, but only upon the approval of two-thirds (2/3) of the Class A and Class B members voting in person or by proxy at the meeting at which such approval is sought. If any Lot is security for any mortgage or deed or trust insured by the Federal Housing Administration (FHA) or the Veterans Administration (VA), as long as there is a Class B member, the approval of the FHA and/or VA, as the case may be, shall be required prior to the annexation of any additional land. The annexation authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the property. Upon the filing of any Supplemental Declaration, Owners of Lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges, as applied to the Owners of Lots in the initial property.

ARTICLE IX

CROSS EASEMENTS

Elizabeth reserves the right to subject the Common Areas to easements for use in common with others of all portions of the Property and the tenants and invitees of such owners, but said Common Areas at all times may be used only for the purposes as provided in this Declaration. No grant of such an easement shall take place more than twenty (20) years following the date hereof.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, and/or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by Elizabeth, if Elizabeth owns a Lot, and by not less than ninety percent (90%) of the other Lot Owners, and thereafter by an instrument signed by Elizabeth, if Elizabeth owns any Lot, and by not less than seventy-five percent (75%) of the other Lot Owners. Any amendment must be recorded and takes effect immediately upon recordation.

Section 4. Federal Housing Administration and Veterans Administration Approval. As long as there is a Class B member and if any Lot is security for a mortgage or deed of trust insured by the FHA or VA, the following actions will require the prior approval of the FHA and/or VA, as the case may be: dedication of Common Area to the Public; and amendment of this Declaration of Covenants, Conditions and Restrictions, except by the filing of a Supplemental Declaration of Covenants, Conditions and Restrictions as set forth in Article VII (governed by the provisions of that Article) if development of the land described in the Supplemental Declaration is to take place in accordance with any plans which may have previously been approved by the FHA or VA.

Section 5. Conflicts. In the case of any conflict between this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Declaration shall control.

ARTICLE XI

ADDITIONAL RIGHTS OF DECLARANT

In view of the fact that the construction of Elizabeth's Landing development is one which will take Elizabeth several years to complete, Elizabeth, in addition to all rights reserved to it under this Declaration, and notwithstanding any other provision of the Declaration specifically reserves the right to use any and all portions of the Property, including Common Area which may have previously been conveyed to the Association for all reasonable purposes necessary or appropriate to the full and final completion of construction of the Elizabeth's Landing development. Specifically, none of the provisions concerning architectural review shall in any way apply to any aspect of the Elizabeth's activities or construction, and notwithstanding any

provisions of this Declaration, none of the aforesaid construction activities or any other activities associated with construction, sales management or administration of the Elizabeth's Landing development shall be deemed noxious, offensive or a nuisance. Elizabeth reserves the right to store material, construction debris and trash during the construction period on the property without keeping same in containers. Elizabeth will take reasonable steps to avoid unduly interfering with the beneficial use of the Property by the Owners.

Mortgagee and Trustees join in the execution of this Declaration for the purpose of subordinating the liens of their Mortgage and Deed of Trust respectively. Referred to in the recitals hereto, to the operation of all of the covenants, conditions and restrictions as set forth in this Declaration. Beneficiary, by executing this Declaration hereby manifests its consent to the execution hereof by Trustees.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

WITNESS: ELIZABETH'S LANDING JOINT VENTURE

EXHIBIT A

PROPERTY OWNED BY ELIZABETH'S LANDING COMMUNITY
ASSOCIATION INC.

OPEN SPACE AND RECREATION AREA IN 'ELIZABETH'S LANDING', NORTHWEST OF FORT SMALLWOOD ROAD (MD. ROUTE 173), NORTHEAST OF DUVALL HIGHWAY, ANNE ARUNDEL COUNTY, MARYLAND

FIRSTLY, all those parcels of ground shown and designated "Open Space" and shown and designated "Recreation Area" on the plat titled "Plat 1, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 273,778 square feet, said parcel designated "Recreation Area" containing 365,259 square feet.

SECONDLY, all those parcels of ground shown and designated "Open Space" and shown and designated "Recreation Area" on the plat titled "Plat 2, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 119,421 square feet, said parcel designated "Recreation Area" containing 3,101 square feet.

THIRDLY, all those parcels of ground shown and designated "Open Space" and shown and designated "Recreation Area" on the plat titled "Plat 3, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 101,125 square feet, said parcel designated "Recreation Area" containing 5,363 square feet.

FOURTHLY, all those parcels of ground shown and designated "Open Space" on the plat titled "Plat 4, Elizabeth's Landing" and recorded or intended to be recorded simultaneously

herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 147,293 square feet.

FIFTHLY, all those parcels of ground shown and designated "Open Space" on the plat titled "Plat 5, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 98,220 square feet.

SIXTHLY, all those parcels of ground shown and designated "Open Space" and shown and designated "Recreation Area" on the plat titled "Plat 6, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 31,016 square feet, said parcel designated "Recreation Area" containing 136,672 square feet.

SEVENTHLY, all those parcels of ground shown and designated "Open Space" and shown and designated "Recreation Area" on the Plat titled "Plat 7, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 47,318 square feet, said Parcel designated "Recreation Area" containing 45,738 square feet.

EIGHTLY, all those parcels of ground shown and designated "Open Space" and shown and designated "Community Area" on the plat titled "Plat 8, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land records of Anne Arundel County, said Parcels designated "Open Space" containing a total of 46,118 square feet, and said Parcel designated "Community Area" containing 91,313.

NINTHLY, all those parcels of ground shown and designated "Open Space" and shown and designated "Recreation Area" on the Plat titled "Plat 9, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said Parcels designated "Open Space" containing a total of 60,544 square feet, said Parcel designated "Recreation Area" containing 66,337 square feet.

TENTHLY, all those Parcels of ground shown and designated "Open Space" on the plat titled 'Plat 10, Elizabeth's Landing' and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 81,328 square feet.

ELEVENTHLY, all those parcels of ground shown and designated "Open Space" on the plat titled "Plat 11, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 187,359 square feet.

TWELFTHLY, all those parcels of ground shown and designated "Open Space" on the plat titled "Plat 12, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 121,502 square feet.

THIRTEENTHLY, all those parcels of ground shown and designated "Open Space" on the plat titled "Plat 13" Elizabeth's Landing" and recorded or intended to be recorded

simultaneously herewith among the Land records of Anne Arundel county, said parcels designated "Open Space" containing a total of 92,349 square feet.

FOURTEENTHLY, all those parcels on ground shown and designated "Open Space" and shown and designated "Recreation Area" on the plat titled "Plat 14, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land records of Anne Arundel County, said parcels designated "Open Space" containing a total of 70,161 square feet, said parcel designated "Recreation Area" containing 6,106 square feet.

FIFTEENTHLY, all those parcels of ground shown and designated "Open Space" on the plat titled "Plat 15, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land records of Anne Arundel County, said parcels designated "Open Space" containing a total of 73,215 square feet.

SIXTEENTHLY, all those parcels of ground shown and designated "Open Space" on the plat titled "Plat 16, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 49,916 square feet.

SEVENTEENTHLY, all those parcels of ground shown and designated "Open Space" on the plat titled "Plat 17, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 72,628 square feet.

EIGHTEENTHLY, all those parcels of ground shown and designated "Open Space" on the plat titled "Plat 18, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 60,671 square feet.

NINETEENTHLY, all those parcels of ground shown and designated "Open Space" and shown and designated "Recreation Area" on the plat titled "Plat 19, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 62,776 square feet, said parcel designated "Recreation Area" containing 117,258 square feet.

TWENTIETHLY, all those parcels of ground shown and designated "Open Space" on the plat titled "Plat 20, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 84,642 square feet.

TWENTY-FIRSTLY, all those parcels of ground shown and designated "Open space" on the plat titled "Plat 21, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land records of Anne Arundel County, said parcels designated "Open Space" containing a total of 152,071 square feet.

TWENTY-SECONDLY, all those parcels of ground shown and designated "Open Space" on the plat titled "Plat 22, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land records of Anne Arundel County, said parcels designated "Open Space" containing a total of 92,663 square feet.

TWENTY-THIRDLY, all those parcels of ground shown and designated "Open Space" on the plat titled "Plat 23, Elizabeth's Landing" and recorded or intended to be recorded simultaneously herewith among the Land Records of Anne Arundel County, said parcels designated "Open Space" containing a total of 151,212 square feet.

EXHIBIT A

PROPERTY OWNED BY ELIZABETH'S LANDING JOINT VENTURE

The following lots, as depicted on the Plats of Elizabeth's Landing the ("Plat" or "Plats"), prepared by Kidde Consultants, Inc., dated June 1, 1979 and recorded among the Land Records of Anne Arundel County in Plat Book Liber 73, Folio 25 through 49, inclusive:

(Plat 2 - Lots 1 through 32;) (Plat 3 - Lots 33 through 69;)
(Plat 4 - Lots 70 through 122;) (Plat 5 - Lots 123 through 170;)
(Plat 6 - Lots 171 through 194;) (Plat 7 - Lots 201 through 204
and Lots 233 through 238;) (Plat 8 - Lots 195 through 200) and
(Lots 205 through 232;) (Plat 9 - Lots 239 through 268;) (Plat 10 -
(Lots 269 through 288; Plat 11. - Lots 289 through 310 and Lots
(379 through 384;)) (Plat 12 - Lots 311 through 332 and Lots 371
through 378; Plat 13 - Lots 333 through 370; Plat 14 - Lots 385 through
416; Plat 15 - Lots 417 through 448; Plat 16 - Lots 449 through 462 and
Lots 551 through 560; Plat 17 - Lots 463 through 482 and Lots 535 through
550; Plat 18 - Lots 483 through 502; Plat 19 - Lots 503 through 518;
Plat 20 - Lots 519 through 534; Plat 21 - Lots 561 through 586; Plat 22 -
Lots 587 through 646; Plat 23 - Lots 647 through 686

AND the beds of the streets designated as "Elizabeth's Landing Way", Wheelhouse Way" and Marblehead Way" on the aforesaid Plats and described therein.

EXHIBIT B

(SEE ATTACHED MAP)

EXHIBIT "C"

All that land described in the Deed dated December 22, 1954 by and between John A. Matusky and Sophia M. Matusky, his wife, parties of the first part, and Edward J. Brannan and Lorraine S. Brannan, his wife, parties of the second part, which Deed is recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 890, folio 539, saving and excepting however from the land described in

the "First Description" of said Deed that land which was conveyed by Edward J. Brannan and Lorraine S. Brannan, his wife, to Emmanuel Evangelical Lutheran Church of, Stoney Creek by Deed dated December 30, 1964 and recorded among the aforesaid Land Records in Liber LNP 1825, folio 106.

FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONSSS AND RESTRICTIONS, made this 7th day of October, 1980, by
ELIZABETH'S LANDING JOINT VENTURE (hereinafter referred to as Elizabeth"),
a Maryland General Partnership, ELIZABETH'S LANDING COMMUNITY
ASSOCIATION, INC. (hereinafter referred to as the "Association"), a Maryland
corporation, (hereinafter collectively referred to as "Declarant", LORRAINE S.
BRANNAN (hereinafter referred to as "Mortgagee"), Gary W. Schille and PAMELA
L. HARRISON (hereinafter referred to as the "Trustees"), and THE NATIONAL
BANK OF WASHINGTON (hereinafter referred to as the "Beneficiary").

WHEREAS, the parties hereto are all parties to a Declaration of Covenants,
Conditions and Restrictions (the "Declaration") dated August 7, 1980, and recorded
among the Land Records of Anne Arundel County, Maryland, in Liber 3336, Folio 562;
and

WHEREAS, the parties desire to amend said Declaration as hereinafter set forth.

NOW, THEREFORE: In consideration of the premises and for the purposes set
forth in the Declaration, it is agreed:

1. The Declaration is amended by adding the following as Article XII thereto:

"ARTICLE XII - USE OF COMMUNITY AREA

Notwithstanding anything contained in this Declaration to the contrary, the

Declarant hereby grants to the Association the right to convey or lease on such terms as the Association shall deem advisable, in its sole and absolute discretion, the area designated as Community Area on Plat 8 of the Subdivision Plat for Elizabeth's Landing, which Subdivision Plat is dated June 1, 1979, and is recorded among the Land Records of Anne Arundel County in Plat Book 73, folio 25-49 inclusive. Said leasing or conveyance shall be to such person or entity, including, but not limited to, Elizabeth as the Association shall determine in its sole and absolute discretion. Any person or entity to who said Community Area has been conveyed or leased shall use said Community Area for any purpose whatsoever permitted by law."

2. Except as herein amended, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused the execution of this FIRST AMENDMENT the day and year first above written.

WITNESS:

ELIZABETH'S LANDING JOINT VENTURE
By: Elizabeth's Landing Co., Inc.,
General Partner

(Signature on File)

By: (Signature on File) (SEAL)
Richard N. Dubin, President

NCHP DEVELOPMENT CORP.,
General Partner

(Signature on File)

By: (Signature on File) (SEAL)
David L. Smith, Senior Vice President
and General Counsel
Elizabeth's Landing Community Association

(Signature on File)

By: (Signature on File) (SEAL)
Richard N. Dubin, President

Lorraine S. Brannan

(Signature on File)

By: (Signature on File) (SEAL)
Robert J. Brannan, Attorney-In-Fact

(Signature on File)

By: (Signature on File) (SEAL)
Gary W. Shiller

(Signature on File)

By: (Signature on File) (SEAL)

Pamela L. Harrison

THE NATIONAL BANK OF WASHINGTON

(Signature on File)

By: _____ (SEAL)
NBW, Vice President

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of October 1980, before me, the Subscriber, a Notary Public of the District of Columbia, personally appeared RICHARD N. DUBIN, President of Elizabeth's Landing Co., Inc., General Partner of Elizabeth's Landing Joint Venture, and he made oath in due form of law that this First Amendment is the act and deed of said Corporation as General Partner of said Partnership and further that he is authorized to execute the foregoing First Amendment.

As Witness, my and Notarial Seal.

(Signature and Seal on File)
Notary Public
My Commission Expires: July 31, 1985

DISTRICT OF COLUMBIA

I HEREBY CERTIFY that on this 3rd day of October, 1980, before me, the Subscriber, a Notary Public of the District of Columbia personally appeared David L Smith, Senior Vice President and General Counsel of NCHP Development Corp., General Partner of Elizabeth's Landing Joint Venture, and he made oath in due form of the law that this First Amendment is the act and deed of said Corporation as General Partner of said Partnership, and further that he is authorized to execute the foregoing First Amendment.

As Witness, my hand and Notarial Seal,

(Signature and Seal on File)
Notary Public
My Commission Expires:

DISTRICT OF COLUMBIA,

I HEREBY CERTIFY, that on the 7th day of October, 1980, before me, the Subscriber, a Notary Public of the District of Columbia, personally appeared Richard N. Dubin, President of Elizabeth's Landing Community Association, Inc., and he made oath in due form of law that this first Amendment is the act and deed of said Corporation and further that he is authorized to execute the foregoing First Amendment.

As Witness, my hand and Notarial Seal.

(Signature and Seal on File)
Notary Public
My Commission Expires November 14, 1983

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of October, 1980, before me, the Subscriber, a Notary Public of the State of Maryland, personally appeared Robert J. Brannan, Attorney-In-Fact for Lorraine S. Brannan, Mortgage, and he made oath in due form of law that he executed this First Amendment for the purposes hereinabove set forth as Attorney-In-Fact for Lorraine S. Brannan.

As Witness, my hand and Notarial Seal.

(Signature and Seal on Fire)
Notary Public
My Commission Expires: July 1, 1982

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY, that on this 7th day of October, 1980, before me, the Subscriber, a Notary Public of the District of Columbia, personally appeared Gary W. Scholar, Trustee, and made oath in due form of the law that he executed this First Amendment for the purposes hereinabove set forth.

As Witness, my hand and Notarial Seal.

(Signature and Seal on File)
Notary Public
My commission expires: November 11, 1983

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY, that on this 7th day of October, 1980, before me, the Susbscriber, a Notary Public of the District of Columbia, personally appeared Pamela L. Harrison, Trustee, and she made oath in due form of the law that she executed this First Amendment for the purposes hereinabove set forth.

As Witness, my hand and Notarial Seal.

(Signature and Seal on File)
Notary Public
My Commission Expires: November 14, 1983

DISTRICT OF COLUMBIA, TO WIT.:

I HEREBY CERTIFY, THAT ON THIS 7TH, DAY OF October, 1980, before me, the Subscriber, a notary Public of the District of Columbia, personally appeared Corrinee Britt, Assistant Vice President of the National Bank of Washington, and he made oath in due form of the law that the foregoing First Amendment was the act and deed of said Corporation.

As Witness, my hand and Notorial Seal.

(Signature and Seal on File)
Notary Public
My Commission expires November 14, 1983