

WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), made on this 28th day of September, 1988, by CENTEX REAL ESTATE CORPORATION, a Nevada corporation, CENTEX HOMES CORPORATION, a Nevada corporation, CHRISTOPHER PROPERTIES, L.P., a Virginia limited partnership, JOSEPH ALFANDRE HOMES LIMITED PARTNERSHIP, a Maryland limited partnership, NATIONAL GOLF COURSE APARTMENTS LIMITED PARTNERSHIP, a Maryland limited partnership, and NATIONAL PARTNERSHIP, a Maryland general partnership, hereinafter collectively referred to as the "Developers" and WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC., a Maryland non-profit, non-stock corporation (the "Association").

WITNESSETH:

WHEREAS, the Developers and the Association are the owner(s) of certain Property (as hereinafter defined) in the City of Gaithersburg, County of Montgomery, State of Maryland, which is more particularly described on the legal description attached hereto and made part hereof as Exhibit "A".

WHEREAS, the Property was subject to a certain Declaration of Covenants, Easements and Restrictions dated February 10, 1986 and recorded among the Land Records of Montgomery County, Maryland on March 13, 1986 in Liber 7049 at folio 749 et seq. (hereinafter referred to as the "Prior Declaration", which term shall include all amendments and modifications thereto);

WHEREAS, the Developers and the Association, as the owners of all of the Property, terminated the Prior Declaration with respect to such Property pursuant to an instrument dated September 28, 1988 and recorded among the Land Records of Montgomery County, Maryland, in Liber 8517 at folio 086 et seq. and the Maryland-National Capital Park and Planning Commission consented to such termination in writing.

NOW, THEREFORE, the Developers and the Association hereby declare that the Property described on Exhibit "A" hereto, and all additions thereto made in conformance with the provisions of this Declaration, 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 Property described on Exhibit "A" hereto, and all additions thereto made in conformance with the provisions of this Declaration, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

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ARTICLE I
DEFINITIONS

Section 1.01. "Association" shall mean and refer to Washingtonian Woods Homeowners Association, Inc., a nonstock, nonprofit corporation, its successors and assigns.

Section 1.02. "Builder" shall mean and refer to each of the Developers and any of their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot (as hereinafter defined) within the Property for the purpose of development.

Section 1.03. "Common Area" shall mean all real property owned or leased by the Association or otherwise available for the common use and enjoyment of the Owners (including any improvements thereto). The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described more particularly on the legal description attached hereto and made part hereof as Exhibit "B".

Section 1.04. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including a reasonable reserve, all as may be found to be necessary or appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Association.

Section 1.05. "Community-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing in the Project (hereinafter defined). Such standard may be more specifically determined and set forth by the Covenant Committee (as such term is defined in Section 6.01).

Section 1.06. "Declarant" shall mean and refer to National Partnership, a Maryland general partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot within the Property for the purpose of development, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns by an instrument in writing.

Section 1.07. "Development Plan" shall mean the Annexation Concept Plan for Washingtonian Woods prepared by Rodgers & Associates, Rockville, Maryland, dated April 20, 1987, including all amendments thereto as may be made from time to time.

Section 1.08. "Eligible Mortgage Holder" shall mean a holder of a first mortgage on a Lot who has requested notice from the Association of amendments to the Association documents or other significant matters which would affect the interests of the mortgagee.

Section 1.09. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property (hereinafter defined) upon which it is intended that a dwelling unit be constructed. A Lot shall also mean and refer to any dwelling unit located within any multiple dwelling unit structure located within the Property, including, but not limited to, any condominium unit within any condominium regime established pursuant to Title 11, Real Property Article, Annotated Code of Maryland (1981 Repl. Vol., as amended) and any rental apartment unit.

Section 1.10. "Member" shall mean and refer to every person, group of persons, corporation, trust, or other legal entity, or any combination thereof, who holds any class of membership in the Association.

Section 1.11. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home-Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot.

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

Section 1.12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.13. "Project" and the "Community" as used in this Declaration means that certain community being developed by the Declarant (or affiliates, successors and assigns of the Declarant) in Montgomery County, Maryland, known as "WASHINGTONIAN WOODS".

Section 1.14. "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to Article II of this Declaration.

Section 1.15. "SFD Lot" shall mean and refer to any Lot upon which is situated, or is intended to be situated, a single-family detached residential dwelling unit.

ARTICLE II PROPERTY SUBJECT TO DECLARATION

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

Section 2.02. Additions. For a period of seven (7) years from the recordation of this Declaration the Declarant may, without the consent of any Owner, annex additional property to the property described on Exhibit "A"; provided, however, such property is part of the property shown on the Development Plan. The annexation of additional property by Owners other than the Declarant shall require the consent of (i) the Declarant, if the Declarant owns any Lots contained within the property depicted on the Development Plan, (ii) two thirds (2/3) of the Class A Members, and (iii) the Owner or Owners of the property sought to be annexed. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on Exhibit "A" as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions among the Land Records for Montgomery County, Maryland, which Supplementary Declaration shall extend the scheme of the within Declaration of Covenants, Conditions and Restrictions to such annexed property.

So long as any Lot is encumbered by a deed of trust or mortgage which is guaranteed by the Veterans Administration, no annexation shall be made pursuant to this Article, or otherwise, except following a determination by the Veterans Administration that the annexation conforms to a general plan for the development of the Project previously approved by the Veterans Administration or, if no such general plan was approved by the Veterans Administration, except following the prior written approval of the Veterans Administration.

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

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

ARTICLE III PROPERTY RIGHTS

Section 3.01. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, including an easement for the use and enjoyment of the private streets and parking areas and walkways within the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable and uniform admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of any recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and, after notice and an opportunity for a hearing before the Board of Directors or a committee appointed thereby, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes 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 and fifty-one percent (51%) of the Eligible Mortgage Holders agreeing to such dedication or transfer has been recorded, and unless the City of Gaithersburg Planning Commission, or its successor or assigns, has given its prior written approval thereof, which approval shall not be unreasonably withheld or delayed and that the dedication or transfer shall also be subject to the limitations provided in Sections 12.09, 12.10 and 12.11 of this Declaration.

(d) the right of the Association to limit the number of guests of Owners with respect to the use of the Common Area;

(e) the right of the Association to establish uniform rules and regulations^B pertaining to the use of the Common Area and the facilities thereon.

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

(g) the right of the Association, the Declarant, utility companies and other owners with respect to the easements established in Section 7.07 hereof.

(h) the right of the Association, in accordance with its Articles of Incorporation and Bylaws, and with the consent of two-thirds (2/3) of each class of the then members of the Association, voting separately, to borrow money for the purpose of improving the Common Area in a manner designed to promote the enjoyment and welfare of the members and in aid thereof to mortgage any of the Common Areas.

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

(j) the right of the Association, acting by and through its Board of Directors, to grant easements, licenses or other rights of use to persons or entities who are not members of the Association in connection with the recreational facilities installed as a part of the Common Area for such consideration and on such terms and conditions as the Board of Directors may from time to time consider appropriate.

Section 3.02. Limitations.

(a) Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any member of the Association to use any private streets and roadways located upon the Common Area

(including, without limitation, any private streets and roadways located within the Property) for both vehicular and pedestrian ingress and egress to and from his Lot and for parking.

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

Section 3.03. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws and Rules and Regulations of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, social invitees, or contract purchasers who reside on the Property.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 4.01. Membership. Every Owner of a Lot which is subject to assessment, including contract sellers, shall be a member of the Association. Members of the Association do not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. With the exception of the Declarant, every person, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot which is part of the premises described in Article II of this Declaration, or which otherwise becomes subject to the covenants set forth in this Declaration to assessments by the Association, shall be a Class A member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of such interest. When more than one (1) 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 in writing and notify the Association, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event that multiple owners of any Lot have not designated in writing to the Association which one of them shall be entitled to cast the vote for such Lot, the person who is first named on the deed into them of such Lot shall be deemed to have the right to cast such vote. Members entitled to vote may, by written proxy filed with the Association, designate any other to cast their vote.

Class B. The Class B member shall be the Declarant and any successor, assign or nominee of the Declarant to whom the Declarant assigns any Class B memberships pursuant to an instrument in writing. The Class B member shall be entitled to one thousand seven hundred nineteen (1,719) Class B memberships. The Declarant shall be entitled to one (1) vote for each Class B membership. Upon the

conveyance of any Lot to any Class A member, other than a Builder, three (3) Class B memberships shall lapse and become null and void. The votes of the Class B member shall be cast by such person as the Declarant shall in writing designate. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

(i) thirty (30) days after the date the total authorized and outstanding votes of the Class A members, other than the Builders, equals four hundred thirty (130); or

(ii) seven (7) years after the recordation of this Declaration; provided, however, in the event of any water or sewer moratorium or any other event or occurrence beyond the reasonable control of the Declarant or any Builder which delays development of the Property the aforesaid seven (7) year period shall be extended by an additional five (5) years or the length of the cause of such delay, whichever is greater; or

(iii) upon the surrender of the Class B memberships on the books and records of the Association by the Declarant.

Upon the lapse or surrender of the Class B memberships as provided for in this Article, the Declarant shall thereafter become a Class A member of the Association as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.01. Creation of the Lien and Personal Obligation of Assessments.
There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article V. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made, provided the requirements of the Maryland Contract Lien Act, if applicable, have been fulfilled. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by such successors.

Section 5.02. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, the payment of real estate taxes, assessments and utility services for the Common Area, and management fees,

administration expenses, insurance and all other costs and expenses incurred by the Association in the proper conduct of its activities, including, without limitation, reserves for replacements or contingencies, charges accruing under any cross-easement or reciprocal easement agreements, or charges accruing with respect to off-site facilities required to be maintained by the Association or which the Association elects to maintain whether such facilities are located within the Property or not, which areas may include, without limitation, off-site hiker/biker paths, buffer strips and public rights-of-way.

(b) Notwithstanding anything contained in this Declaration, the Bylaws or the Articles of Incorporation to the contrary, the Association shall be responsible for maintaining any and all storm water management facilities, including, without limitation, ponds, basins and drainage areas, whether such facilities are located within the Property or not, which are designed to benefit or serve any portion of the Property and are required or intended to be maintained by the Association and the Association shall not refuse to accept the conveyance of any such facilities from the Declarant or any Builder or Developer.

Section 5.03. Initial Maximum Annual Assessment. The initial maximum annual assessment shall not exceed Seven Hundred Twenty Dollars (\$720.00) per Lot; provided, however, that the Declarant and any Builder shall not be obligated to pay any annual assessments (including special assessments) for Lots (if any) owned by any such Builder or the Declarant. Notwithstanding the foregoing, the Declarant and the Builder(s) shall pay the full annual and special assessments for Lots owned by the Declarant or a Builder upon which a dwelling unit has been completed and is occupied by a party other than the Declarant or a Builder. Notwithstanding any provision contained in this Declaration to the contrary, Declarant and each Builder hereby covenant and agree for the benefit of each Class A member to pay any and all expenses incurred by the Association during the Deficit Period (as such term is hereinafter defined) in furtherance of its purposes to the extent that the annual and special assessments levied during the Deficit Period are insufficient to pay such expenses; provided, however, that at such time as the Declarant or the Builder(s) have paid what would equal one hundred percent (100%) of the assessments for their Lots, had they not been entitled to be exempt from the payment of assessments, then the Declarant and the Builder(s) shall only be obligated to pay any further assessments during that annual period in an amount equal to what would be due for such Lots had they been owned by a Class A member (other than a Builder). Subject to the foregoing, the Declarant and each Builder shall contribute toward the deficit in pro-rata shares according to the number of Lots owned by the Declarant and each Builder such that the per Lot contribution is as equal as reasonably possible. As used herein, the term "Deficit Period" shall mean that period of time commencing on the date of recordation of this Declaration and ending on the earlier of (i) the date on which the Class B membership lapses and becomes a nullity in accordance with the provisions of this Declaration; or (ii) the date upon which the Declarant, in writing and recorded among the Land Records of Montgomery County, Maryland, declares that it (from the date specified in such recorded writing) waives its right to be exempt from the payment of assessments for Lots owned by the Declarant in accordance with this Section 5.03. The Declarant may make such declaration with respect to less than all of the Lots owned, to be owned or to be brought within the jurisdiction of the Association in which event the Deficit Period shall terminate only with respect to those Lots specifically described. The Declarant may also make such declaration with respect to any Lot owned by a Builder.

From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, without a vote of the membership, by an amount equal to:

(i) ten percent (10%) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year, plus,

(ii) the amount by which the Association has incurred or anticipates incurring increased operating expenses by reason of the completion, annexation, or addition of improvements within the Common Area and/or additional Common Area, which improvements may include, for purposes of illustration only, streets, and a swimming pool and such other improvements, plus,

(iii) the amount by which the Association has incurred or anticipates incurring additional obligations or responsibilities in performing its duties and responsibilities in accordance with this Declaration.

From and after January 1 of the year immediately following the conveyance^a of the first Lot to a Class A Owner, the maximum annual assessment may be increased above the amount permitted by this Section 5.03 by a vote of the majority of each class of members who are voting in person or by proxy at a meeting of the membership called for such purpose.

Notwithstanding anything herein to the contrary, the Board of Directors may, from time to time, establish the annual assessment at an amount not greater than the maximum annual assessment for any fiscal year which the Board of Directors determines is required to meet the Common Expenses of the Association.

It shall be the duty of the Board of Directors, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the membership, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include an amount sufficient to establish and maintain a reserve fund in accordance with a reserve fund budget separately prepared by the Board of Directors pursuant to Section 5.10. The Board of Directors shall cause a copy of the budget, and the amount of the assessments to be levied against each Lot for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of both classes of the total Association membership.

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

The Declarant may establish a working capital fund for the initial operation of the Association. Such working capital fund may be funded by a one-time assessment

of two (2) times the monthly assessment for a Lot and shall be payable, if established, by the Declarant's grantee upon the earlier of settlement or occupancy of a completed dwelling located on any Lot.

Section 5.04. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment or special assessments applicable to that year for such purposes as the Board of Directors may deem appropriate, provided that any such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Association may also levy a special assessment against any Owner to reimburse the Association for costs incurred in bringing any Owner and his/her Lot into compliance with the provisions of the Declaration, any Supplementary Declarations, the Articles of Incorporation, the Bylaws and the Rules of the Association. Such a special assessment may be levied upon the vote of the Board of Directors after notice to the Owner and an opportunity for a hearing before the Board of Directors.

Section 5.05. Notice and Quorum for any Action Authorized Under Sections 5.03 and 5.04. Written notice of any meeting called for the purpose of increasing the maximum annual assessment pursuant to Section 5.03 or establishing a special assessment in accordance with Section 5.04 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.06. Variable Rate of Assessment. Except as provided below and in Section 5.03, each Lot shall be assessed at a uniform rate; provided however, upon resolution of the Board of Directors, the condominium or rental apartment units within the Property (the "Multi-Family Lots") may be assessed at a different rate than the remaining Lots based upon the actual costs incurred by the Association and the service or benefit received by the Owners of the Multi-Family Lots from the operation of the Association and maintenance, repair and replacement of the Common Area.

Section 5.07. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots, on the first day of the month following the first conveyance of a Lot to a Class A member. 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 Board of Directors may, by resolution, establish that assessments be collected on a quarterly, semi-annually, annual or such other periodic basis other than monthly. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer for the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association with the status of assessments on the Lots shall be binding on the Association as of the date of its issuance.

Section 5.08. 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 until paid at a rate equal to the maximum rate of interest permitted under the laws of the State of Maryland (or such lesser sum as VA and/or FHA may specify if any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is guaranteed by VA or insured by FHA). Additionally, the entire balance of the unpaid annual assessments for the remainder of the fiscal year shall also become due, payable and collectible in the same manner as the delinquent portion of such annual assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot (and all improvements thereon) provided the provisions of the Maryland Contract Lien Act, if applicable, are substantially fulfilled. 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. The Owner shall also be obligated to pay all attorneys' fees and court costs incurred in connection with the collection of assessments if not paid when due. The Association may also levy a reasonable late charge, not to exceed Twenty-Five Dollars (\$25.00), upon any Lot and the Owner thereof in the event such Owner is more than fifteen (15) days delinquent in the payment of any assessment or installment of any assessment. Such late charge shall be collectible in the same manner as any other assessment pursuant to this Declaration and the Bylaws.

Section 5.09. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 5.10. Reserve Fund Budget and Contribution. The Board of Directors shall annually prepare a reserve fund budget which shall take into account the number and nature of the replaceable assets of the Association, the expected life of each asset, and the expected repair or replacement cost of each asset, including, but not limited to, any storm water management facilities or equipment the Association elects or is required to maintain. The Board of Directors shall set the required reserve fund contribution, in an amount sufficient to meet the projected reserve needs of the Association, as shown on the reserve fund budget, with respect both to amount and timing by the imposition of annual assessments over the period of the budget. The reserve fund contribution shall be fixed by the Board of Directors and included within

the budget and assessment, as provided in Section 5.03. Such reserve fund contribution shall be payable as part of the general assessment, applicable to all Lots, subject to the right of the Association to levy variable rates of assessments pursuant to Section 5.06. A copy of the reserve fund budget shall be distributed to each Owner in the same manner as the operating budget.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 6.01. Architectural Change Approval. No building, fence, wall, mailbox or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including, but not limited to, changes in color, changes or additions to driveway or walkway surfaces and landscaping modifications) 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 and conformity with the design concept for the Property by the Board of Directors of the Association, or by a covenant committee composed of three (3) or more representatives appointed by the Board of Directors of the Association ("Covenant Committee"). In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) 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. Design approval by the Covenant Committee or by the Board shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed. Any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and the addition, change or alteration may be required to be restored to the original condition at the Owner's cost and expense. In any event, no such exterior addition to or change or alteration shall be made without approvals and permits therefor having first been obtained by the Owner from the applicable public authorities or agencies. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article VI shall not be applicable to the Declarant or any part of the Property owned by the Declarant nor any condominium regime, developed by the Declarant or any affiliate thereof, situated within the Property. The provision of this Article VI shall also not apply to any dwelling units or improvements constructed by any Builder, provided, however, such dwelling units or improvements receive the written consent or approval of the Declarant.

Section 6.02. Initiation and Completion of Approved Changes. Construction or alterations in accordance with plans and specifications approved by the Covenant Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Covenant Committee (whether by affirmative action or by forbearance from action as provided in Section 6.01), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Covenant Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Covenant Committee shall be conclusively deemed to have lapsed and compliance with

the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Covenant Committee without any prior consent in writing of the Covenant Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Covenant Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 6.03. Certificate of Compliance. Upon completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by the Covenant Committee in accordance with the provisions of this Article, the Covenant Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Covenant Committee and construction or installation in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 6.04. Covenant Committee Rules and Regulations; Appeal of Covenant Committee Decision. The Covenant Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Covenant Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Covenant Committee may appeal the decision of the Covenant Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors. Two thirds (2/3) of the Board of Directors shall be required to reverse the decision of the Covenant Committee.

ARTICLE VII USE RESTRICTIONS

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

Section 7.01. Permitted Uses. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling, except that a professional office may be maintained in a dwelling, provided that (i) such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation; (ii) such maintenance and use is limited to the person(s) actually residing in the dwelling; (iii) no employees or staff other than the person(s) actually residing in the dwelling are utilized; and (iv) the person utilizing such office maintains a principal place of business other than the dwelling. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but

not including medical or dental clinics. For purposes of this Declaration, a medical or dental "clinic" shall mean any medical or dental office in which two (2) or more doctors or dentists are providing services to patients at the same time or such office is operated as a public health facility. The terms "dwelling" or "dwelling unit", as used in this Declaration, shall include a townhouse, apartment, condominium unit, or detached dwelling or any other dwelling. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or dwelling, or improvement thereon, for promotional or display purposes, or as "model homes", a sales and/or construction office, or for any other lawful purpose.

Section 7.02. Prohibited Uses and Nuisances. Except for the activities of the Declarant during the construction or development of the Project, or except as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Area:

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

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

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

(d) except for parking within garages, and except as herein elsewhere provided, no junk vehicle, commercial vehicle (including vans used for commercial use), truck (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, camp truck, house trailer, boat or other similar machinery or

equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Covenant Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and after 8:00 p.m. on days prior to collection. No incinerator shall be kept or maintained upon any Lot.

(f) no Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose. The provisions of this subsection shall also not be construed to prevent the Declarant or the Owner of the Multi-Family Lots from establishing a condominium regime within the Property.

(g) no tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any Lot which would impede the Association's ability to perform its obligations as set forth in this Declaration, or which would be inharmonious with the aesthetics of the Project of which it is a part. For the purposes of the immediately preceding sentence, wire lawn edging shall be deemed inharmonious.

(h) no decorative lawn ornament or any structure shall be maintained on any Lot without the prior written consent of the Covenant Committee or the Board of Directors.

(i) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as herein elsewhere in this Declaration defined) is maintained, and provided, further, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

(j) no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground and no wire, cable or other similar transmission line may be attached to the exterior of any structure on any Lot. Except during periods of actual use, no hose shall be stored or placed in the front or side yard of any dwelling unless screened from public view.

(k) no play equipment, including, without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the exterior of any dwelling.

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

(m) no outside television aerial or radio antenna, or other aerial or antenna for either reception or transmission, shall be maintained upon the Property except that such aeriels or antennae may be erected and maintained within the dwellings located upon the Property.

(n) vegetable gardens shall be maintained only within the rear yard of any Lot, and shall be maintained in a neat and attractive manner.

(o) lawn furniture shall be used and maintained in rear yards only.

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

(q) no garbage or trash containers shall be kept on the front or side yard of any Lot and garbage and trash containers kept or maintained in the rear yards of any Lots under or upon decks shall be screened from public view at all times.

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

(s) any fence constructed upon the Property shall not extend forward of the rear of the dwelling on the Lot upon which any such fence is erected. No fence shall be more than six feet (6') in height. Chainlink fencing is specifically prohibited.

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

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

(v) children's outdoor permanent playhouses and swinging or climbing apparatus or equipment shall not be permitted within the front or side yard of any Lot. Such apparatus or equipment may be installed within the rear yard of a Lot. All such apparatus must be well maintained at all times. The Association shall have the right to remove, at the expense of the Owner upon whose Lot such apparatus is located, any apparatus or equipment which is not, in the sole opinion of the Covenant Committee or the Board of Directors, well maintained provided the Owner of such Lot has been given reasonable written notice and an opportunity for a hearing before the Board of Directors or the Covenant Committee.

(w) no exterior lighting, emanating from a Lot, shall be directed outside the boundaries of the Lot.

(x) no garage or outbuilding properly erected on a Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

(y) no drying or airing of any clothing or bedding shall be permitted outdoors and within any Lot other than within rear yards and between the hours of 8 a.m. and 5 p.m. on Monday through Friday and 8 a.m. and 1 p.m. on Saturdays (except when any such days shall fall upon a holiday) and clothes-hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

(z) notwithstanding anything to the contrary contained in this Declaration, no garage may be altered, modified or changed in any manner which would inhibit or in any way limit its function as a parking area for vehicles without the approval of the Board of Directors or the Covenant Committee pursuant to the provisions of Article VI of this Declaration.

Section 7.03. Leasing and Transfers.

(a) No portion of a dwelling unit, other than an entire dwelling unit, may be leased or rented. All leases shall be on forms approved by the Association and shall (i) contain provisions advising the tenant of his/her obligation to comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association; (ii) provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Bylaws or rules and regulations of the Association, or of any other document, agreement or instrument governing the dwelling units and/or the Property. The Owner(s) of a leased Lot shall notify the Association in writing of the Owners' current address. The Owner(s) of a leased or rented dwelling unit shall be jointly and severally liable with his tenant(s) to the Association to pay any claim for injury or damage to persons or property caused by any action or omission, including, without limitation, the negligence of the tenant(s). Every lease shall be subordinate to any lien filed by the Association, whether before or after such lease was entered into. The minimum term any dwelling unit may be rented or leased shall be ninety (90) days, and in no event may a transient tenant be accommodated in any dwelling unit.

(b) Prior to the sale, conveyance or transfer of any Lot or dwelling unit to any person, the Owner shall notify the Board of Directors in writing, by certified mail,

return receipt requested of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made and provide to it such other information as the Board of Directors may reasonably require. Failure to comply with the provisions of this Section 7.03(b) shall not void, prohibit or otherwise invalidate the sale, conveyance or transfer of any Lot or dwelling unit nor may it have any affect upon any mortgage or deed of trust thereon.

(c) The provisions of this Section 7.03 shall not apply to any of the Multi-Family Lots, including, but not limited to, condominium units or rental apartment units located within the Property.

Section 7.04. Parking. Parking within the Property shall be subject to the following restrictions:

(a) The Declarant and thereafter the Board of Directors of the Association shall have the right to designate areas on the Common Area for temporary guest parking. Except as set forth below or as otherwise established by the Declarant or the Association, said designated guest parking areas shall be for temporary guest parking only.

(b) Said designated guest parking areas may only be used by Owners and occupants (non-guests) within the Property between the hours of 7:00 a.m. and 5:00 p.m. for periods not to exceed three (3) hours, or such other periods of time as the Board of Directors may establish from time to time.

(c) All Owners and occupants of any dwelling located within the Property which has a garage attached or appurtenant thereto shall park within such Lot, either in the garage or on the driveway appurtenant thereto, if any.

(d) The Association shall be entitled to establish supplemental rules concerning parking on any portion of the Common Area and Lots, including, without limitation, providing for the involuntary removal of any vehicle violating the provisions of this Declaration and/or such rules.

Section 7.05. House Rules, Etc. There shall be no violation of any reasonable rules for the use of the Common Area or "house rules" or other rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated by them among the membership in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 7.06. Exemptions. None of the foregoing restrictions of Article VII shall be applicable to the activities of:

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

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas.

Section 7.07. Declaration of Easements and Rights. The following easements and rights are hereby declared or reserved:

(a) Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Property.

(b) Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots and Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Multi-Family Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Multi-Family Lot agree that minor encroachments over adjoining Multi-Family Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

(c) There is hereby reserved unto the Declarant [and to such other party(ies) as the Declarant may specifically, and in writing, assign such rights], for the benefit of any real property described on the Development Plan, which is not within the Property ("Benefited Property"), a blanket easement upon, across and under the Property (provided such easement does not encroach upon any building within the Property or unreasonably interfere with the use and enjoyment of the Property), for vehicular and pedestrian ingress and egress, curb cuts, slope, or grading easements, as well as for the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles, pipes, lines and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection (c). Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary in order to give effect to the foregoing easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Property; provided, however, that if requested by the Declarant, any party having an interest in the Property shall promptly join in and execute such confirmatory easements and other agreements.

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

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

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

(g) An easement is hereby reserved to Declarant and its agents to enter the Common Area during the period of construction and sale within the Property, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale or rental of residences, including, without limitation, a business office, sales/leasing office, storage area, construction yards, signs, displays and model units.

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

(i) For a period of ten (10) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as is reasonably practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection (i).

(j) The rights and duties with respect to sanitary sewer and water, storm drains, downspouts, yard drains, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(i) Whenever water, sanitary sewer and water, storm drains, downspouts, yard drains, electricity, gas, cable television 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 representative of the company responsible for such installations enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

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

(iii) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the 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 of Directors shall be final and conclusive as to the parties.

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

(l) With respect to any step, patio, deck, downspout or yard drain or other similar structure that may benefit any Lot and is constructed by the Declarant and which may encroach upon any portion of the Common Area, there is hereby reserved for the benefit of the Lot for which such step, patio, deck, downspout, drain or other structure serves, a perpetual easement for the location, maintenance, repair and use of such structure or items within the Common Area, but only to the extent the Declarant's

original construction thereof encroaches within the Common Area. The Owner of the Lot benefiting from such easement agrees to maintain such structure or item and to indemnify and hold the Association harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.

(m) A mutual right and easement for utility services is hereby established for the benefit of all Owners, such that no Owner shall take any action which would in any way interfere with utility services being provided to other Owners within the Project. If a Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Project, then the Owner of such Lot shall promptly, at his expense, repair any damage to such utilities caused by the Owner, his guests or invitees.

(n) The Association, its agents and employees, shall have an irrevocable right and an easement to enter the Lots for the purposes of exercising the rights and fulfilling the obligations established by this Declaration and any Supplementary Declarations recorded hereafter.

ARTICLE VIII MAINTENANCE

Section 8.01. Owners' Rights and Responsibilities. Except as otherwise specifically provided in this Declaration, each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris in a manner and with such frequency as is consistent with good property management and the Community-Wide Standard. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon, the Board of Directors or its agent shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. Whenever entry is not required in an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. All costs related to such correction, repair or restoration shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V herein.

Section 8.02. Association Maintenance. The Association shall maintain and keep in good order the Common Areas, such maintenance to be funded as hereinafter provided. In addition, the Association shall maintain and keep in good repair rights-of-way and entry strips, whether owned as part of a Lot or dedicated for public use, so long as the rights-of-way or entry strips are within or appurtenant to the Project. This obligation shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon such areas. The Association shall also maintain any and all storm water management facilities, including, without limitation, ponds, basins, drainage areas and any equipment related or appurtenant thereto, whether such facilities are located within the Property or not, which are designed to benefit or serve any portion of the Property and are required or intended to be maintained by the Association.

Section 8.03. Additional Association Maintenance. The Association may, in the discretion of the Board of Directors, assume additional maintenance responsibilities upon all or any portion of the Property. In such event, all costs of such maintenance may, in the discretion of the Board of Directors, be assessed only against those Owners residing within the portion of the Property receiving the additional services. This assumption of responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Project. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Association shall also have the right to enter any Lot without the consent of the Owner and/or occupant thereof, to conduct any emergency repairs as are necessary for the maintenance and protection of the Common Areas or any Lot(s). The costs of such repairs shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V herein.

ARTICLE IX INSURANCE

Section 9.01. Individual Coverage. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry blanket all risk casualty insurance on the dwelling and all structures located upon the Lot, at a minimum, such coverage shall provide coverage against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost (less a reasonable deductible) of any repair or reconstruction work in the event of damage or destruction from any insured hazard; provided, however, that each Owner of a condominium unit within the Property shall maintain insurance in accordance with the Maryland Condominium Act and the declaration and bylaws for such condominium regime. The Board of Directors of the Association, or its duly authorized agent, shall have the authority to obtain insurance for all or any of the dwellings located on the Property, unless the Owners thereof have supplied proof of adequate coverage to the Board of Directors' satisfaction. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction to the dwelling and other structures constructed on the Lot, the Owner shall proceed promptly to repair or to reconstruct the dwelling and other damaged structures in a manner consistent with the original construction. In the event that a detached dwelling located upon a Lot is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction of the dwelling on such Lot. Each Owner of a Multi-Family Lot covenants and agrees that in the event that such dwelling is totally destroyed, the Owner shall proceed promptly to repair or to reconstruct the dwelling in a manner consistent with the original construction, unless approval to do otherwise is received from the Board of Directors or the Covenant Committee, or in the case of a condominium unit, the declaration or bylaws provide otherwise or, any Mortgagee provides otherwise (subject to the provisions of the declaration or bylaws with respect to a condominium unit). The Board of Directors may not impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Lot and the standard for returning the Lot to its natural state in the event the Owner decides not to rebuild or reconstruct.

Section 9.02. Required Coverage. The Board of Directors of the Association, or its duly authorized agent, shall be required to obtain (to the extent reasonably available), maintain and pay the premiums, as a common expense, upon a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) including fixtures and building service equipment, to the extent that they are a part of the Common Areas of the Association, as well as common personal property and supplies.

The insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "All Risk" endorsement, where such is available. The policy shall be in an amount equal to one hundred percent (100%) of the current replacement cost of the Common Areas (less a deductible deemed reasonable by the Board of Directors) and shall name the Association as the named insured.

Each hazard insurance policy must be written by a hazard insurance carrier which has a current rating by Best's Insurance Reports of A/10 or better (or its equivalent). Each insurer must be specifically licensed or authorized by law to transact business within the State of Maryland. The policy contract shall provide that no assessment may be made against the mortgagees, and that any assessment made against others may not become a lien on the mortgaged premises superior to the first mortgage. Finally, the deductible on any hazard policy shall not exceed one percent (1%) of the face value of the policy, unless the State of Maryland permits a higher amount.

All policies of hazard insurance must contain (to the extent reasonably available) or have attached the standard mortgagee clause commonly acceded by private institutions as mortgage investors in the area in which the mortgaged premises are located. The mortgagee clause must provide that all property insurance policies must provide an Agreed Amount and Inflation Guard Endorsement, if available, and a Construction Code Endorsement if the Common Areas in the Association are subject to a construction code provision which would become operative and require changes to undamaged portions of the building(s), thereby imposing significant costs in the event of partial destruction of the project by an insured peril.

If any portion of the Common Areas are in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Board of Directors of the Association, or its duly authorized agent, shall be required to obtain (to the extent reasonably available), maintain and pay, as a common expense, the premiums upon a "master" or "blanket" policy of flood insurance on Common Area buildings and any other Common Area improvements. The policy shall be in an amount deemed appropriate, but not less than the maximum coverage available under the NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area or one hundred percent (100%) of current replacement cost of all such buildings and other insurable property. Unless a higher maximum amount is permitted under the laws of Maryland, the maximum deductible for flood insurance shall be the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy face amount.

The Association shall maintain (to the extent reasonably available) comprehensive general liability insurance coverage covering all of the Common Areas, public ways of the project, and other areas that are under its supervision (including, but not limited to, commercial spaces, if any, owned by the Association, whether or not they are leased to third parties). Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use. However, such coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation and maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner or the Association because of negligent acts of the Association or other Owners. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association.

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

Section 9.03. Repair and Reconstruction of Common Areas After Fire or Other Casualty. Except as hereinafter provided (and inconsistent herewith), in the event of damage to or destruction of any portion of the Common Areas covered by insurance payable to the Association as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration thereof, and the Board of Directors or the Insurance Trustee (as hereinafter defined), as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as provided below.

The Insurance Trustee may rely upon a certificate of the Board of Directors which certifies whether or not the damaged Property is to be reconstructed or repaired. The Board of Directors, upon request of the Insurance Trustee, shall deliver such certificate as soon as practicable.

Immediately after a casualty causing damage to the Common Areas for which the Association has the responsibility of maintenance, repair, and/or replacement, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged portions of the Common Areas in as good a condition as existed before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.

In the event of reconstruction or repair (as estimated by the Board of Directors) which shall exceed Twenty-Five Thousand Dollars (\$25,000.00), all proceeds of insurance shall be paid over to a trust company or bank having trust powers and authorized to engage in the trust business in the State of Maryland (hereinafter the "Insurance Trustee"), selected by the Board of Directors and shall be paid out from time to time as the reconstruction and repair progresses in accordance with the provisions of an Insurance Trust Agreement and which contains, inter alia, the following provisions:

(a) the reconstruction or repair shall be in the charge of an architect or engineer, who may be an employee of the Association, and hereinafter called the "Architect";

(b) any restoration or repair of the project shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by at least fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned), and two thirds (2/3) of the Owners (other than the Declarant);

(c) each request for an advance of the proceeds of insurance shall be made to the Insurance Trustee and shall be accompanied by a certificate from the Architect and Board of Directors to the effect that (i) all work then completed has been performed in accordance with the plans and specifications; and (ii) the amount requested to be advanced is required to reimburse the Board of Directors for payments previously made by the Board of Directors or is due to the contractor responsible for the restoration or repair, or to subcontractors, materialmen, laborers, engineers, architects or to other persons responsible for services or materials in connection with such restoration or repair, or for fees or the like necessarily incurred in connection with the same; and (iii) when added to amounts previously advanced by the Insurance Trustee, the amount requested to be advanced does not unreasonably exceed the value of the work done and materials delivered to the date of such request;

(d) each request for an advance of the proceeds of insurance shall be accompanied by satisfactory waivers of liens covering that portion of the repair or reconstruction for which payment or reimbursement is being requested, together with appropriate evidence from a title insurance company or the like to the effect that there has not been filed with respect to the Common Areas, or any part thereof, any mechanics' or other lien, or notice of intention to file the same, which has not been dismissed, bonded, or satisfied of record;

(e) the fees and expenses of the Insurance Trustee, as agreed upon by the Board of Directors and the Insurance Trustee, shall be paid by the Association as a Common Expense, and such fees and expenses may be deducted from any insurance proceeds in the hands of the Insurance Trustee, pro rata, as the reconstruction or repair progresses;

(f) such other provisions not inconsistent with the provisions hereof as the Board of Directors or the Insurance Trustee may reasonably require.

Upon completion of the reconstruction or repair and payment in full of all amounts due on account thereof, any proceeds of insurance then in the hands of the Insurance Trustee shall be paid to the Board of Directors if such funds relate to Common Areas, or (ii) to the Owner of any Lot to which any such proceeds may relate.

ARTICLE X
PARTY WALLS, PARTY FENCES AND PARTY DRIVEWAYS

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

Section 10.01. General Rules of Law to Apply. Each wall, fence or driveway which is constructed as a part of the original construction on the Property and any part of which is placed on the dividing line between separate Lots, shall constitute a party wall, party fence or party driveway, as applicable, and with respect to such wall, fence or driveway each of the adjoining Owners shall assume the burdens, and be subject to an easement for that portion of the wall, fence or driveway on his or her Lot, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls, fences and driveways and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 10.02. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. If any such party wall, fence or driveway is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his/her agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the party wall, fence or driveway.

Section 10.03. Repairs of Damage Caused by One Owner. If any such party wall, fence or driveway is damaged or destroyed through the act of one adjoining Owner or any of his/her agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, fence or driveway, then the Owner responsible for such damage shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

Section 10.04. Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 10.05. Encroachments. If any portion of a party wall, fence or driveway shall encroach upon any adjoining Lot, or upon the Common Area by reason of reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands shall exist.

Section 10.06. Other Changes. In addition to meeting the other requirements of these restrictive covenants, and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall, fence or driveway, shall first obtain the written consent of the adjoining Owner.

Section 10.07. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 10.08. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall, fence or driveway or with respect to the sharing of the cost thereof, then, 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 such Board of Directors shall be final and conclusive upon the parties.

ARTICLE XI MANAGEMENT

Section 11.01. Management Agent. The Board of Directors may employ for the Association a professional management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. Such duties and services may include, but not be limited to, the right:

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with the law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance and surveillance of the Common Area; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Area; and

(d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Area; and

(e) to provide such other services (including legal and accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

When professional management has been previously required by any Eligible Mortgage Holder, any decision to establish self-management by the Association shall require the consent of sixty-seven percent (67%) of the Owners and the approval of fifty-one percent (51%) of the votes of lots subject to eligible holder mortgages.

Section 11.02. Duration of Management Agreement. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1)-year periods.

Any Management Agreement entered into by the Declarant, his nominee or nominees, assigns, successor(s) or agent thereof, prior to transfer of control of the Association must be terminable, without cause, any time after transfer of control, on not less than thirty (30) nor more than ninety (90) days' notice, and no charge or penalty may be associated with such termination.

ARTICLE XII GENERAL PROVISIONS

Section 12.01. Common Area Responsibility. The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon, (including, without limitation, furnishings and equipment related thereto, private drainage facilities and common landscaped areas), and shall keep the Common Areas in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 12.02. Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property, subject to the requirements of this Declaration. The Board of Directors, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Declarant.

Section 12.03. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 12.04. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Common Expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Area. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Section 12.05. Enforcement. The Association, or any Owner, or any Mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association or any rule or regulation promulgated by the Association pursuant to its authority as provided in this Declaration, the Articles of Incorporation or Bylaws. Failure by the Association or by any Owner or by any mortgagee of any Lot to enforce any covenant or restrictions herein contained or any provision of the Bylaws, Articles of Incorporation or rules and regulations of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the Bylaws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages. If the Association, or any Owner or Mortgagee of any Lot, successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration or the Articles of Incorporation or Bylaws of the Association, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall be collectible by the Association in the same manner as other assessments as set forth in Article V.

Without limiting the generality of the foregoing, and in addition to any other remedies available, the Association after reasonable notice, in writing, provided to the Owner, may enter any Lot to remedy any violation of the provisions of this Declaration, the Bylaws, Articles of Incorporation or rules and regulations of the Association provided, however, that the Association may not enter the interior of any dwelling unit except in an emergency. All costs incurred by the Association in connection with such remedial actions shall be reimbursed by the Owner responsible for such violation. If such Owner fails to reimburse the Association, the Association may collect such costs in the same manner as set forth in Article V.

Section 12.06. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to levy fines against an Owner or his guests, relatives, lessees or invitees, in the manner set forth herein, and such fines shall be collectible as any other assessment such that the Association shall have a lien against the Lot of such Owner as provided in this Declaration, the Bylaws and the Articles of Incorporation, and such fine(s) shall also become the binding personal obligation of such Owner.

(a) The Board of Directors, or a duly appointed committee, shall be charged with determining where there is probable cause that any of the provisions of this Declaration, the Bylaws, Articles of Incorporation or the rules and regulations of the Association, regarding the use of the dwelling units, Lots, Common Area or other Association property, are being or have been violated. In the event that the Board of Directors or the committee determines an instance of such probable cause it shall cause the Board of Directors to provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies or is visiting if such person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each

recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Twenty-Five Dollars (\$25.00) for each offense. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate for the enforcement activity of the Association with regard to such violation.

(b) If a hearing is timely requested, the Board of Directors shall hold the same, and shall hear any and all defenses to the charges, including any witnesses that the alleged violator, Owner or the Board of Directors or committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) A fine pursuant to this Section 12.06 shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is the Owner of that Lot, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in this Declaration. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting his Lot payment of the amount of any fine(s) assessed against that Lot.

(e) Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, the Bylaws, Articles of Incorporation or rules and regulations, including, but not limited to, legal action for damages or injunctive relief.

Section 12.07. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 12.08. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants 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 the consent of not less than seventy-five percent (75%) of the Lot Owners, voting at a duly noticed and convened meeting of the Association and thereafter, by the consent of the Owners of not less than sixty-six and two-thirds percent (66 2/3%) of the Lots voting at a duly noticed and convened meeting of the Association. The notice of any meeting called at which an amendment to the Declaration may be voted on shall contain the purpose of such meeting and shall set forth the proposed amendment. Any amendment must be recorded.

Section 12.09. FHA-VA Approvals. Provided that any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is insured by FHA or guaranteed by VA, and further provided that there are then Class B memberships of the Association outstanding, neither the members, the Board of Directors, nor the Association shall by act or omission, take any of the following actions without the prior written consent or approval of the Federal Housing Administration and the Veterans Administration, as circumstances may require:

- (a) change the basic organization of the Association including the merger, consolidation, or dissolution of the Association; or
- (b) dedicate, convey, or mortgage the Common Area; or
- (c) annex additional properties (other than an annexation by the Declarant as provided in Section 2.02); or
- (d) otherwise materially modify or amend any provision of this Declaration, the Bylaws or the Articles of Incorporation of the Association.

Section 12.10. Rights of the City of Gaithersburg Planning Commission (the "Commission"). Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed:

- (a) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Area; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by the Association shall not be considered a transfer within the meaning of this Section; or
- (b) abandon or terminate this Declaration; or
- (c) modify or amend any material or substantive provision of this Declaration, or the Bylaws or the Articles of Incorporation of the Association; or
- (d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or
- (e) substantially modify the method of determining and collecting assessments as provided in this Declaration.

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

Section 12.11. Consents. Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions:

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

(b) abandon or terminate this Declaration unless at least sixty-seven percent (67%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned) and Lot Owners representing seventy-five percent (75%) of the votes of the Association have given their prior written approval; or

(c) conversion of Lots into Common Areas or vice versa unless sixty-seven percent (67%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned) and Lot Owners representing seventy-five percent (75%) of the votes of the Association have given their prior written approval; or

(d) unless the prior written consent of fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned) and the requisite number of Lot Owners as provided in Section 12.08 of this Declaration has been obtained, modify or amend any material provision of this Declaration, which establish, provide for, govern or regulate any of the following:

- (i) voting rights;
- (ii) assessments, assessment liens or subordination of such liens;
- (iii) reserves for maintenance, repair and replacement of the Common Areas;
- (iv) insurance or fidelity bonds;
- (v) rights to use of the Common Areas by any Owner, except in accordance with Section 3.01(b);
- (vi) responsibility for maintenance and repairs;
- (vii) expansion or contraction of the property subject to this Declaration or the addition, annexation or withdrawal of property to or from this Declaration, except in accordance with Section 2.02;
- (viii) boundaries of any Lot;
- (ix) a decision by the Association to establish self management when professional management had been previously required by an Eligible Mortgage Holder;
- (x) leasing of Lots;

- (xi) imposition of any restrictions on the rights of an Owner to sell or transfer his or her Lot;
- (xii) restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- (xiii) any provisions which expressly benefit mortgage holders, Eligible Mortgage Holders or insurers or guarantors.

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

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

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

(f) fail to maintain insurance in accordance with Section 9.02 of this Declaration unless at least fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned) and sixty-seven percent (67%) of the Owners have given their prior written approval; or

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

Section 12.12. Additional Rights of Mortgagees - Notice. The Association shall promptly notify all Eligible Mortgage Holders who hold first mortgages on any Lot for which an assessment levied pursuant to this Declaration, or any installment thereof, becomes delinquent for a period in excess of sixty (60) days and the Association shall promptly notify any Eligible Mortgage Holder who holds a first mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any Eligible Mortgage Holder on any Lot and the protection extended in this Declaration to the

holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

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

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

Section 12.13. Casualty Losses. In the event of substantial damage or destruction to any of the Common Area, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the Eligible Mortgage Holders who hold first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Area.

Section 12.14. Condemnation or Eminent Domain. In the event any part of the Common Area is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the Eligible Mortgage Holders who hold first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Area.

Section 12.15. Changes Required by Lenders; Developmental Changes. Notwithstanding any provision to the contrary contained in the Articles of Incorporation or Bylaws of the Association or this Declaration, the Declarant shall have and hereby reserves the right to make modifications, additions or deletions to the Declaration, the Articles of Incorporation and the Bylaws of the Association if such modifications, additions or deletions are (i) required by VA, FHA, FHLMC or FNMA or (ii) are otherwise deemed necessary or desirable by the Declarant in connection with the development of the Project. The Declarant may make such modification, addition or deletion without the consent of any Owner or the Declarant may request any Owner to ratify such modification, addition or deletion and any Owner so requested shall be required to do so. The Declarant further reserves the right to waive in writing any exemption, right or privilege granted or reserved to the Declarant by this Declaration or the Articles of Incorporation or the Bylaws of the Association.

Section 12.16. Taxes and Assessments. It is the intent of this Declaration that insomuch as the interests of each Owner to use and enjoy the Common Area is an interest in real property appurtenant to each Lot, the value of the interest of each Owner in such Common Area shall be included in the assessment for each such Lot and as a result, any assessment directly against such Common Area should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various Lots.

Section 12.17. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by an instrument, in writing, without notice to the Association.

Section 12.18. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Area.

Section 12.19. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration. However, the failure of such deed to contain such a provision shall not in any way affect the validity of this Declaration on any successor.

Section 12.20. Declarant Reserved Rights. No amendment to this Declaration may remove, revoke, or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant.

Section 12.21. Perpetuities. If any of the covenants, restrictions, or other provisions of this Declaration shall be void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 12.22. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the DECLARANT, ASSOCIATION and the DEVELOPERS herein, have executed this instrument this 28th day of September, 1988.

ATTEST:

David M. Solomon
(Asst) Secretary
[CORPORATE SEAL]

CENTEX REAL ESTATE CORPORATION,
a Nevada corporation

By: Greg Steens
(Vice) President
Greg Steens

ATTEST:

David M. Solomon
(Asst) Secretary
[CORPORATE SEAL]
David M. Solomon

CENTEX HOMES CORPORATION,
a Nevada corporation

By: Greg Steens
(Vice) President
Greg Steens

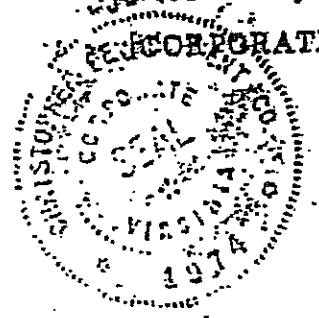


CHRISTOPHER PROPERTIES, L.P.,
a Virginia limited partnership

By: Christopher Development Co.
a Virginia corporation,
General Partner

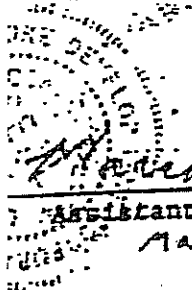
Betti J. Rivera
(Asst) Secretary
[CORPORATE SEAL]

By: Robert D. Mosher
Robert D. Mosher (Vice) President



[ADDITIONAL SIGNATURES FOLLOW]

WITNESS:



Marianne Ladden
Assistant Secretary
Marianne Ladden

ATTEST:

JOSEPH ALFANDRE HOMES LIMITED PARTNERSHIP, a Maryland limited partnership

By: JOSEPH ALFANDRE DEVELOPMENT CORPORATION, General Partner
By: J. Alfandre
Joseph Alfandre, President

NATIONAL GOLF COURSE APARTMENTS LIMITED PARTNERSHIP, a Maryland limited partnership

By: ALDRE INC., a Maryland corporation, General Partner

By: Steven L. Lebling
Steven L. Lebling, (Vice) President

Luc Vandevander
Vandevander, (Asst) Secretary

[CORPORATE SEAL]

ATTEST:

NATIONAL PARTNERSHIP, a Maryland general partnership

By: ALDRE INC., a Maryland corporation, General Partner

By: Steven L. Lebling
Steven L. Lebling, (Vice) President

Luc Vandevander
Vandevander (Asst) Secretary

[CORPORATE SEAL]

ATTEST:

WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC., a Maryland nonstock, nonprofit corporation

By: Steven L. Lebling
Steven L. Lebling, (Vice) President

W. Mathieson
W. Mathieson, (Asst) Secretary

[CORPORATE SEAL]

STATE OF VIRGINIA
COUNTY OF FAIRFAX

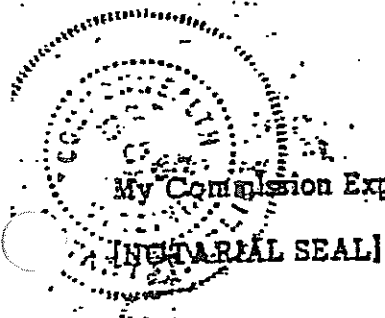
*
* to wit:
*

On this 8th day of SEPTEMBER, 1988, before me, the undersigned officer, personally appeared GREG STEERS and DAVID SOLOMON, who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Centex Real Estate Corporation, a Nevada corporation, and that said GREG STEERS and DAVID SOLOMON, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 8th day of SEPTEMBER, 1988.

Jane Lynes
Notary Public
JANE CYNES

My Commission Expires: 6/15/91



STATE OF VIRGINIA
COUNTY OF FAIRFAX

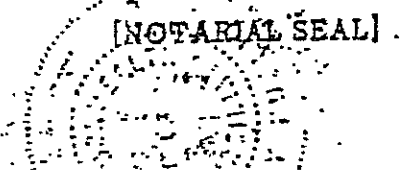
*
* to wit:
*

On this 8th day of SEPTEMBER, 1988, before me, the undersigned officer, personally appeared GREG STEERS and DAVID SOLOMON, who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Centex Homes Corporation, a Nevada corporation, and that said GREG STEERS and DAVID SOLOMON, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 8th day of SEPTEMBER, 1988.

Jane Cynes
Notary Public
JANE CYNES

My Commission Expires: 6/15/91



STATE OF Virginia
COUNTY OF Fairfax

*
* to wit:
*

On this 22nd day of September, 1988, before me, the undersigned officer, personally appeared Robert D. Mosher and Patti J. Rivera, who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Christopher Development Co., a Virginia corporation, general partner of Christopher Properties, L.P., a Virginia limited partnership, and that said Robert D. Mosher and Patti J. Rivera, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 22nd day of September, 1988.

Diane Lynn Grimes
Notary Public Diane Lynn Grimes

My Commission Expires: March 30, 1991

[NOTARIAL SEAL]

president of Joseph Alfandre Development Corporation, the

STATE OF MARYLAND
COUNTY OF MONTGOMERY

*
* to wit:
*

On this 28th day of September, 1988, before me the undersigned officer, personally appeared Joseph Alfandre, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be general partner of Joseph Alfandre Homes Limited Partnership, a Maryland limited partnership, and executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 28th day of September, 1988.

Marsha A. Altamas
Notary Public
Marsha A. ALTAMAS

My Commission Expires: 7/1/90

[NOTARIAL SEAL]

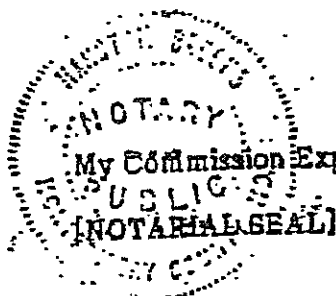
STATE OF MARYLAND
COUNTY OF MONTGOMERY

*
* to wit:
*

On this 12th day of September, 1988, before me, the undersigned officer, personally appeared Steven L. Lebling and Julie Vandevander, who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Aldre, Inc., a Maryland corporation, general partner of National Golf Course Apartments Limited Partnership, a Maryland limited partnership, and that said Steven L. Lebling and Julie Vandevander, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 12th day of September, 1988.

Nancy I. Brooks
Notary Public Nancy I. Brooks



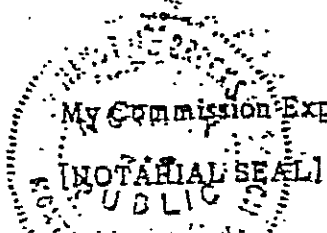
STATE OF MARYLAND
COUNTY OF MONTGOMERY

*
* to wit:
*

On this 12th day of September, 1988, before me, the undersigned officer, personally appeared Steven L. Lebling and Julie Vandevander, who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Aldre, Inc., a Maryland corporation, general partner of National Partnership, a Maryland general partnership, and that said Steven L. Lebling and Julie Vandevander, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 12th day of September, 1988.

Nancy I. Brooks
Notary Public
Nancy I. Brooks



STATE OF MARYLAND

*

to wit:

*

COUNTY OF MONTGOMERY

*

On this 12th day of September, 1988, before me, the undersigned officer, personally appeared Steven L. Lebling and Walter W. Mathieson, who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Washingtonian Woods Homeowners Association, Inc., a Maryland non-stock, non-profit corporation, and that said Steven L. Lebling and Walter W. Mathieson, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 12th day of September, 1988.

Nancy E. Brooks

Notary Public

Nancy E. Brooks



My Commission Expires: July 1, 1990

CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared on behalf of National Partnership, one of the parties thereto.

Peter C. Mollengarden
Peter C. Mollengarden

WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION
LOTS AND COMMON AREAS

Lot 1, Block "A" and Parcel "A", Block "A", as shown on Plat "Lots 1-9 & Parcel 'A', Block 'A', Lots 11-16, Block 'B', Washingtonian Woods" as recorded in the Land Records of Montgomery County, Maryland at Plat Book 137, Plat No. 15843.

Parcel "B", Block "A" as shown on Plat, "Lots 10 thru 21 & Parcel 'B', Block 'A', Lots 17 thru 21 & Parcel 'C', Block 'B', Washingtonian Woods" as recorded in the Land Records of Montgomery County, Maryland at Plat Book 137, Plat No. 15844.

Lot 23 through 28, Block "A" and Lots 37 through 41, Block "B" as shown on Plat, "Lots 23-28, Block 'A' & lots 37-41, Block 'B', Washingtonian Woods" as recorded in the Land Records of Montgomery County, Maryland on March 31, 1987 at Plat Book 143, Plat No. 16438.

Lots 36 and 46 through 56, Block "B" as shown on Plat, "Lots 36 and 46-56, Block 'B' Washingtonian Woods" as recorded in the Land Records of Montgomery County, Maryland on March 31, 1987 at Plat 143, Plat No. 16440.

Lots 29 through 37, Block "A", and Lots 42 through 45, Block "B" as shown on Plat, "Lots 29-37, Block A, Lots 42-45, Block B, Washingtonian Woods" as recorded in the Land Records of Montgomery County, Maryland on March 31, 1987, at Plat 143, Plat No. 16439.

WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION
COMMON AREAS

Parcel "A", Block "A" as shown on Plat, "Lots 1-9 & Parcel 'A', Block 'A', Lots 11-16 - Block 'B', Washingtonian Woods" as recorded in the Land Records of Montgomery County, Maryland at Plat Book 137, Plat No. 15843.

Parcel "B", Block "A" as shown on Plat, "Lots 10 thru 21 & Parcel 'B', Block 'A', Lots 17 thru 21 & Parcel 'C', Block 'B', Washingtonian Woods" as recorded in the Land Records of Montgomery County, Maryland at Plat Book 137, Plat No. 15844.

Liber 851 Page 140

ATTACHED TO AND MADE A PART OF THAT CERTAIN INSTRUMENT DATED THE

28th DAY OF September 1988

CLERK'S INDEX SHEET
(For the purpose of proper indexing only)

Pursuant to the provisions and requirements of Section 3-501 of Subtitle 5, Real Property Article, Annotated Code of Maryland (1981) Repl. Vol., the following additional information is declared by the parties hereto to be contained within this instrument:

1. TYPE OF INSTRUMENT Declaration of Covenants Conditions and Restrictions

2. DECLARANT NAME AND ADDRESS:

Center Real Estate Corporation 14014 F Sully Field Circle Chantilly, VA 22021	National Golf Course Apartments Limited Partnership c/o Aldra, Inc. 15850 Crabbe Branch Way Suite 200 Rockville, MD 20855
Center Equus Corporation 14014 F Sully Field Circle Chantilly, VA 22021	National Partnership c/o Aldra, Inc. 15850 Crabbe Branch Way Suite 200 Rockville, MD 20855
Christopher Properties, L.P. 8290 Old Court House Road Vienna, VA 22180	Washingtonian Woods Homeowners Assoc. Inc. c/o Aldra, Inc. 15850 Crabbe Branch Way, Suite 200 Rockville MD 20855
Joseph Alfandra Kosas Limited Partnership 1355 Piccard Drive, Suite 450 Rockville, MD 20855	

3. CONSIDERATION (APPLIES ONLY TO DEEDS):

N/A

4. PARCEL ID/TAX ACCOUNT NO(S):

02703624	02703737	02703794	02703704	02706137	02703921	02611331
02703635	02703748	02703806	02703715	02703874	02703912	02611490
02703646	02703750	02703817	02703726	02703885	02703941	026113-1
02703657	02703761	02703863	02703828	02703894	02703954	
02703668	02703772	02703881	02703830	02703908	02703965	
02703670	02703783	02703892	02703841	02703910	02703976	

5. PROPERTY DESCRIPTION:

Lot 1, Block A Parcel A, B Block A
Lots 23-37, Block A
Lots 36 - 54, Block B

All part of Washingtonian Woods Subdivision

7. STREET ADDRESS OF THE LAND AND PREMISES DESCRIBED IN THIS INSTRUMENT:

8. NAME OF TITLE INSURANCE COMPANY:

N/A

Mr. Clerk: After recording please see that the original of the foregoing instrument is:

_____ Mailed (additional \$0.50 cost)
OR
_____ Held at Clerk's Office

For: Ann Lynch
(Name) Linowes and Blocher
30 Courthouse Square
Room 303
Rockville, Maryland 20850
(Address)

Supplementary Declaration

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC.

THIS SUPPLEMENTARY DECLARATION, made on the date hereinafter set forth, by NATIONAL PARTNERSHIP, a Maryland general partnership (hereinafter referred to as the "Declarant") and CENTEX REAL ESTATE CORPORATION, a Nevada corporation (hereinafter referred to as "Centex").

W I T N E S S E T H:

WHEREAS, Declarant and the Developers (as defined in the Declaration) have heretofore recorded a certain Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections and modifications thereof as may be recorded among the Land Records of Montgomery County) in Liber 8517, at Folio 095, et seq., among the Land Records of Montgomery County, Maryland;

WHEREAS, Centex is the owner of certain property located in Montgomery County, Maryland, and described on Exhibit "A" attached hereto and made part hereof;

WHEREAS, Declarant and Centex desire to extend the scheme of the covenants and restrictions of the Declaration to certain additional Lots and/or Common Area in accordance with the provisions of Article II, Section 2.02 of the Declaration.

NOW, THEREFORE, Declarant and Centex hereby declare that all of the properties described on the Description of Annexed Lots and/or Common Area attached hereto and made part hereof as Exhibit "A" shall be and are hereby made subject to the effect and operation of the Declaration, so that the Lots and/or Common Area described on Exhibit "A" hereto shall be deemed included within the scheme of the covenants and restrictions of the Declaration and fully subject to the effect and operation of the Declaration, including each and every covenant, restriction, condition and easement set forth therein.

Words or phrases defined in Article I of the Declaration shall have the same meaning in this Supplementary Declaration as provided for in Article I of the Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the Declarant and Centex herein, have executed this instrument this _____ day of January, 1989.

ATTEST:

NATIONAL PARTNERSHIP,
a Maryland general partnership

By: ALDRE INC.,
a Maryland corporation,
general partner

, (Assistant) Secretary

By: _____
, (Vice) President

[CORPORATE SEAL]

ATTEST:

CENTEX REAL ESTATE
CORPORATION,
a Nevada corporation

, (Assistant) Secretary

By: _____
, (Vice) President

6219/010
1011889PCM

* * *

STATE OF MARYLAND

*

COUNTY OF MONTGOMERY

*

to wit:

*

On this _____ day of January, 1989, before me, the undersigned officer, personally appeared _____ and _____, who have satisfactorily proven to be the persons whose names are subscribed to the within instrument, and who acknowledged themselves to be the (Vice) President and (Assistant) Secretary, respectively, of Aldre Inc., a Maryland corporation, general partner of National Partnership, a Maryland general partnership, and as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

GIVEN under my hand and seal this _____ day of January, 1989.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

STATE OF

*

COUNTY OF MONTGOMERY

*

*

On this ____ day of January, 1989, before me, the undersigned officer, personally appeared _____ and _____, who have satisfactorily proven to be the persons whose names are subscribed to the within instrument, and who acknowledged themselves to be the (Vice) President and (Assistant) Secretary, respectively, of Centex Real Estate Corporation, and as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

GIVEN under my hand and seal this ____ day of January, 1989.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared on behalf of National Partnership, a Maryland general partnership, one of the parties thereto.

Washingtonian Woods
City of Gaithersburg
Ninth District
Montgomery County, Maryland

Lots 1 through 3, inclusive and Parcel "A", Block "C", and lots 41 through 43, inclusive, and Parcel "D", Block "A", as shown on a plat of subdivision entitled "Washingtonian Woods" recorded June 28, 1988 among the Land Records of Montgomery County, Maryland, in Plat Book 149 at Plat No. 17020; and

Lots 4 through 9, inclusive, and Parcel "B", Block "C", and lots 38 through 40, inclusive, Block "A", and lots 1, 57 and 58, Block "B", as shown on a plat of subdivision entitled "Washingtonian Woods" recorded June 28, 1988 among the Land Records of Montgomery County, Maryland, in Plat Book 149 at Plat No. 17021; and

Lots 10 through 15, inclusive, and Parcel "C", Block "C", as shown on a plat of subdivision entitled "Washingtonian Woods" recorded June 28, 1988 among the Land Records of Montgomery County, Maryland, in Plat Book 149 at Plat No. 17022; and

Lots 2 through 7, inclusive, Block "B" and lots 16 through 21, inclusive, Block "C", as shown on a plat of subdivision entitled "Washingtonian Woods" recorded June 28, 1988 among the Land Records of Montgomery County, Maryland, in Plat Book 149 at Plat No. 17023; and

Lots 22 and 23, Block "C", and lots 1 through 3, inclusive, Block "J", and lots 41 through 45, Block "D", as shown on a plat of subdivision entitled "Washingtonian Woods" recorded June 28, 1988 among the Land Records of Montgomery County, Maryland, in Plat Book 149 at Plat No. 17024; and

Lots 4 through 6, inclusive, Block "J", and lots 46 and 47, Block "D", as shown on a plat of subdivision entitled "Washingtonian Woods" recorded June 28, 1988 among the Land Records of Montgomery County, Maryland, in Plat Book 149 at Plat No. 17025.

Certificate of Termination of
Declaration of Covenants,
Easements and Restrictions

CERTIFICATE OF
TERMINATION OF DECLARATION OF COVENANTS,
EASEMENTS AND RESTRICTIONS

THIS CERTIFICATE OF TERMINATION OF THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC. is entered into this 28th day of September, 1988 by NATIONAL PARTNERSHIP, a Maryland general partnership, CENTEX REAL ESTATE CORPORATION, a Nevada corporation, CHRISTOPHER PROPERTIES, L.P., a Virginia limited partnership, CENTEX HOMES CORPORATION, a Nevada corporation, JOSEPH ALFANDRE HOMES LIMITED PARTNERSHIP, a Maryland limited partnership, NATIONAL GOLF COURSE APARTMENTS LIMITED PARTNERSHIP, a Maryland limited partnership and WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC., a Maryland non-profit, non-stock corporation (herein collectively referred to as the "Owners").

WITNESSETH:

WHEREAS, the Owners represent all the owners of certain property (the "Property") lying and being in the Gaithersburg Election District No. 9 in the City of Gaithersburg, Montgomery County, Maryland, which is subject to the Declaration of Covenants, Easements and Restrictions (the "Declaration") recorded among the Land Records of Montgomery County, Maryland, in Liber 7049 at folio 749 et seq;

WHEREAS, the Declaration no longer serves the purpose originally intended when Declaration was originally executed and recorded; and

WHEREAS, the Owners desire to withdraw and terminate the Declaration with respect to the Property; and

WHEREAS, the Maryland-National Capital Park and Planning Commission has determined its consent to this Certificate of Termination is not needed since the property subject to the Declaration has been annexed within the jurisdiction of the City of Gaithersburg, Maryland; and

WHEREAS, the Planning Commission of the City of Gaithersburg has not objected to the terms of this Certificate of Termination.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration which the parties hereto do hereby accept the sufficiency of, the Owners and the Commission hereby declare:

- A. The Declaration is null and void and terminated, and of no further force or effect with respect to the Property as of the date of recordation hereof.
- B. The Commission consents to the termination of the Declaration.
- C. In the event any of the terms and conditions of this instrument shall be deemed unenforceable or invalid for any reason, the remaining terms and provisions shall remain in full force and effect.
- D. This instrument may be executed in counterparts each of which shall be considered an original.

FILED
HOWARD M. SMITH
CLERK'S OFFICE
MONTGOMERY CO
MD

36
39

IN WITNESS WHEREOF, the Owners executed this Termination of Declaration on this 28th day of September, 1988.

ATTEST/WITNESS:

NATIONAL PARTNERSHIP,
a Maryland general partnership

By: ALDRE INC.,
a Maryland corporation,
General Partner

Julie Vandevander
Julie Vandevander, (Asst.) Secretary

By: Steven L. Lebling
Steven L. Lebling, (Vice) President

CENTEX REAL ESTATE CORPORATION,
a Nevada corporation

David M. Solomon
David M. Solomon, (Asst.) Secretary

By: Greg Steers
(Vice) President
Greg Steers

CENTEX HOMES CORPORATION,
a Nevada corporation,

David M. Solomon
David M. Solomon, (Asst.) Secretary

By: Greg Steers
(Vice) President
Greg Steers

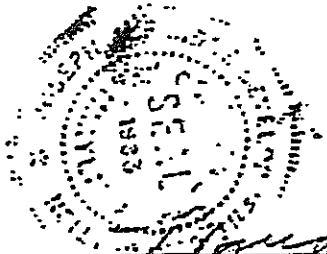
CHRISTOPHER PROPERTIES, LIMITED
PARTNERSHIP,
a Virginia limited partnership

By: Christopher Development Co.,
a Virginia corporation,
General Partner

Patti J Rivera
Patti J Rivera, (Asst.) Secretary

By: Robert D. Mosher
Robert D. Mosher (Vice) President

[ADDITIONAL SIGNATURES FOLLOW]



Marianna Ledder
Assistant Secretary
Marianna Ledder

ATTEST:

JOSEPH ALFANDRE HOMES LIMITED PARTNERSHIP, a Maryland limited partnership

By: Joseph Alfandre Development Corporation General Partner
By: Joseph Alfandre President

NATIONAL GOLF COURSE APARTMENTS LIMITED PARTNERSHIP, a Maryland limited partnership

By: ALDRE INC., a Maryland corporation, General Partner.

Julie Vandevander
Julie Vandevander, (Asst.) Secretary

By: Steven L. Lebling
Steven L. Lebling, (Vice) President

ATTEST:

WASHINGTON WOODS HOME-OWNER ASSOCIATION, INC., a Maryland non-profit, non-stock corporation

Walter W. Mathieson
(Asst.) Secretary
Walter W. Mathieson

By: Steven L. Lebling
Steven L. Lebling (Vice) President

~~MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION~~

By: _____

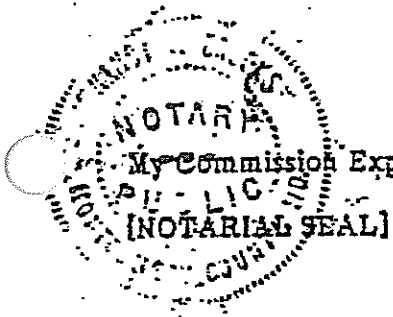
STATE OF MARYLAND
COUNTY OF MONTGOMERY

*
* to wit:
*

I HEREBY CERTIFY that on this 12th day of September, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven L. Lebling, known to me (or satisfactorily proven) to be the (Vice) President of Aldre Inc., a Maryland corporation, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument on behalf of the aforesaid corporation as a general partner of National Partnership, a Maryland general partnership, for the purposes therein contained by signing the name of the said corporation as such corporate officer.

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

Nancy I Brooks
Notary Public
Nancy I Brooks



STATE OF VIRGINIA
COUNTY OF FAIRFAX

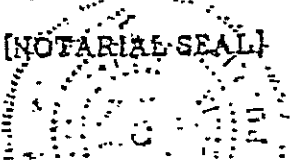
*
* to wit:
*

I HEREBY CERTIFY that on this 5th day of SEPTEMBER, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared ORLA STEERS, known to me (or satisfactorily proven) to be the (Vice) President of Centex Real Estate Corporation, a Nevada corporation, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument on behalf of the aforesaid corporation for the purposes therein contained by signing the name of the said corporation as such corporate officer.

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

Jane Lynne
Notary Public
Jane Lynne

My Commission Expires: 6/15/91
[NOTARIAL SEAL]



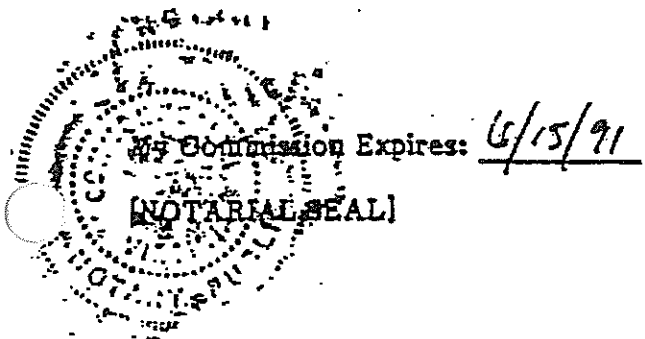
STATE OF Virginia
COUNTY OF Fairfax

*
* to wit:
*

I HEREBY CERTIFY that on this 5th day of SEPTEMBER, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared Greg Steers, known to me (or satisfactorily proven) to be the (Vice) President of Centex Homes Corporation, a Nevada corporation, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument on behalf of the aforesaid corporation for the purposes therein contained by signing the name of the said corporation as such corporate officer.

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

Jane Grimes
Notary Public
Jane Grimes



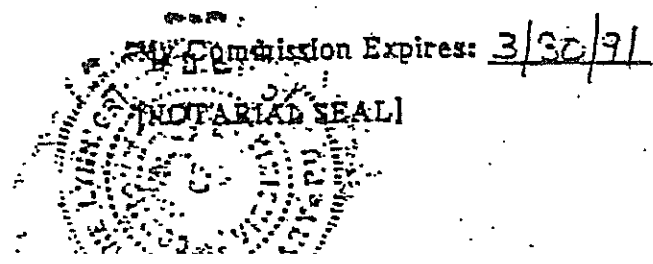
STATE OF Virginia
COUNTY OF Fairfax

*
* to wit:
*

I HEREBY CERTIFY that on this 22nd day of September, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert D. Mosher, known to me (or satisfactorily proven) to be the (Vice) President of Christopher Development Co., a Virginia corporation, general partner of Christopher Properties, L.P., a Virginia limited partnership, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said corporation.

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

Diana Lynn Grimes
Notary Public
Diana Lynn Grimes



President of Joseph Alandre Development Corporation,

STATE OF MARYLAND
COUNTY OF MONTGOMERY

*
* to wit:
*

I HEREBY CERTIFY that on this 28th day of September, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared Joseph Alandre, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and annexed instrument, as a general partner of Joseph Alandre Homes Limited Partnership, a Maryland limited partnership, and acknowledged that said partner executed the foregoing and annexed instrument as the act and deed of the said partnership for the purposes therein contained.

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



Marsha A. Altamus
Notary Public
Marsha A. Altamus

My Commission Expires: 7/1/90

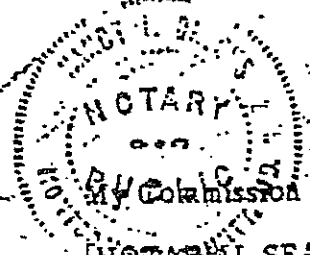
[NOTARIAL SEAL]

STATE OF MARYLAND
COUNTY OF MONTGOMERY

*
* to wit:
*

I HEREBY CERTIFY that on this 12th day of September, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven L. Lebling, known to me (or satisfactorily proven) to be the (Vice) President of Aldre Inc., a Maryland corporation, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument on behalf of the aforesaid corporation as a general partner of National Golf Course Apartments Limited Partnership, a Maryland limited partnership, for the purposes therein contained by signing the name of the said corporation as such corporate officer.

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



Nancy F. Brooks
Notary Public
Nancy F. Brooks

My Commission Expires: July 1, 1990

[NOTARIAL SEAL]

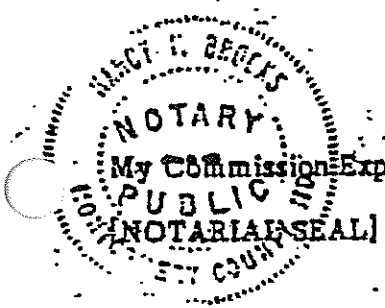
STATE OF MARYLAND
COUNTY OF MONTGOMERY

*
* to wit:
*

I HEREBY CERTIFY that on this 12th day of September, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven L. Lebling, known to me (or satisfactorily proven) to be the Vice President of Washingtonian Woods Homeowner Association, Inc., a Maryland non-profit, non-stock corporation, and that such Vice President, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said Washingtonian Woods Homeowner Association, Inc.

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

Nancy E Brooks
Notary Public
Nancy E Brooks



STATE OF
COUNTY OF

*
* to wit:
*

I HEREBY CERTIFY that on this _____ day of _____, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the _____, and that such _____, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said Commission.

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

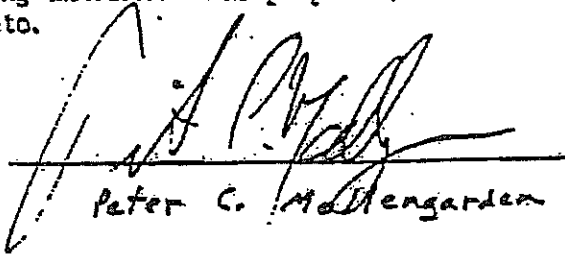
Notary Public

~~My Commission Expires: _____~~

[NOTARIAL SEAL]

CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared on behalf of National Partnership, one of the parties thereto.


Peter C. McHengarden

SCHEDULE A
DESCRIPTION OF A
PUBLIC IMPROVEMENTS EASEMENT

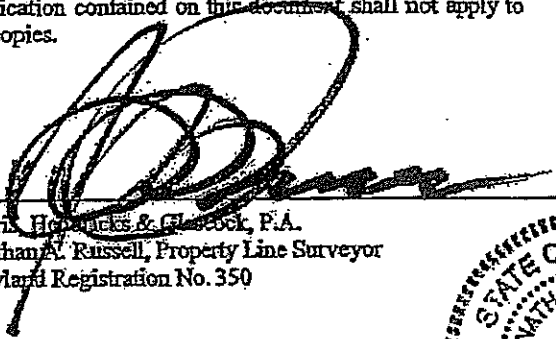
Being a parcel of land, located in Election District No. 9 of Montgomery County, Maryland, hereinafter described in, through, over an across part of the land conveyed by National Partnership to Washingtonian Woods Homeowners Association, Inc. by deed recorded among the Land Records of Montgomery County, Maryland in Liber 8085 at Folio 425; and also being part of Parcel A, Block A as delineated on a plat of subdivision entitled "WASHINGTONIAN WOODS" recorded among said Land Records as Plat No. 15843 and being more particularly described by Macris, Hendricks & Glascock, P.A. in Plat 15843 datum as follows:

Beginning for said parcel of land at a point on the westerly right-of-way line of Muddy Branch Road, said point also being on and 109.04 feet from the southerly end of the easterly or North $18^{\circ}50'25''$ East, 513.19 foot line of said Parcel A, Block A, then leaving said westerly right-of-way line of Muddy Branch Road and easterly line of Parcel A, Block A to cross and include part of Parcel A, Block A

1. North $16^{\circ}56'19''$ East, 54.83 feet to a point, then
2. North $17^{\circ}38'09''$ East, 109.65 feet to a point, then
3. North $21^{\circ}21'55''$ East, 93.62 feet to a point on said westerly right-of-way line of Muddy Branch Road, said point also being on said easterly line of said Parcel A, Block A, then binding with part of said westerly right-of-way line of said Muddy Branch Road and said easterly line of said Parcel A, Block A, reversed

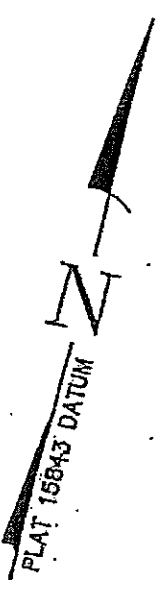
4. South 18°50'25" West, 257.96 feet to the point of beginning, containing an area of 569 square feet or 0.01305 of an acre of land and as delineated on Schedule B attached hereto and made a part hereof by this reference.

Certified correct to the best of our professional knowledge, information and belief. If the seal and signature are not violet colored, the document is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.

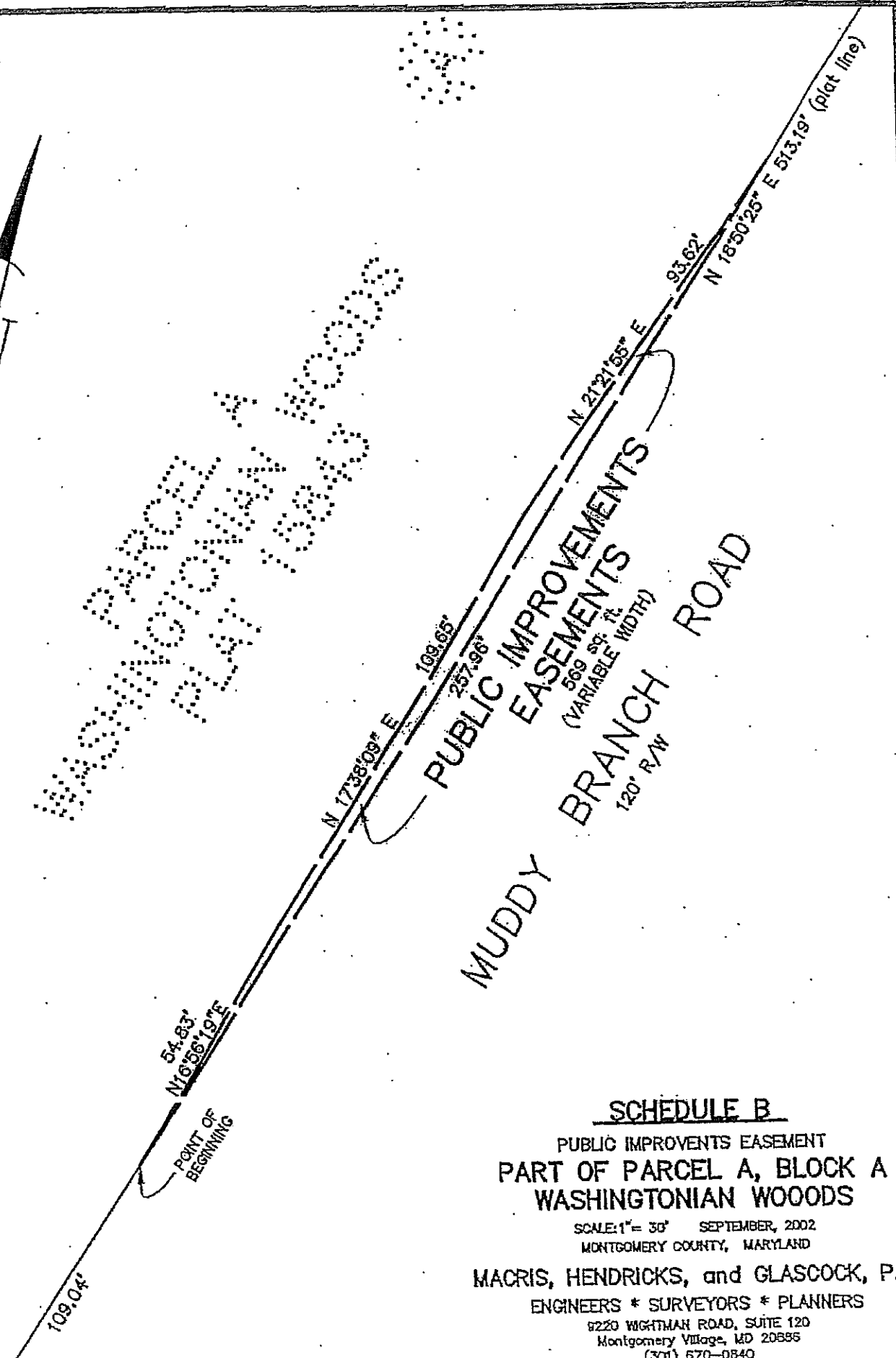


Macris, Hoffmacks & Gleason, P.A.
Jonathan A. Russell, Property Line Surveyor
Maryland Registration No. 350





WASHINGTONIAN WOODS



MUDDY BRANCH ROAD
120' R/W
PUBLIC IMPROVEMENTS EASEMENTS
(VARIABLE WIDTH)
509.59' R/L

SCHEDULE B
PUBLIC IMPROVEMENTS EASEMENT
PART OF PARCEL A, BLOCK A
WASHINGTONIAN WOODS
SCALE: 1" = 30' SEPTEMBER, 2002
MONTGOMERY COUNTY, MARYLAND
MACRIS, HENDRICKS, and GLASCOCK, P.A.
ENGINEERS * SURVEYORS * PLANNERS
6220 WIGHTMAN ROAD, SUITE 120
Montgomery Village, MD 20886
(301) 570-0840

DECLARATION OF PUBLIC IMPROVEMENTS EASEMENT(S)

THIS DECLARATION made this _____ day of _____, 2001, by Washingtonian Woods Homeowners Assn. Inc. owners, their successors, heirs, and assigns (the "Declarant") of a certain tract of land lying and being in Montgomery County, Maryland and being more particularly described as follows: Liber 8085 Folio 425 Washingtonian Woods Parcel A, Block A Plat 15843

(the "Property"). The Declarant contemplates subdividing the Property into building lots and recording the plat or plats of subdivision among the Land Records of Montgomery County, Maryland subsequent to the recordation of this Declaration among the Land Records,

WHEREAS, the Declarant Washingtonian Woods Homeowners Assoc. Inc., by the execution of this Declaration declares, grants, and creates certain easements and makes public certain agreements with Montgomery County, Maryland and ~~the Washington Suburban Sanitary Commission~~ which shall be binding on the Declarant and Declarant's successors, heirs, and assigns, and on the Property in perpetuity, ~~so that reference to the Declaration on the Subdivision Plat to be recorded hereafter shall constitute incorporation of this instrument on the record plat by the reference thereon.~~

NOW, THEREFORE, in furtherance of the approval of the subdivision plats for the property and the recitals which are incorporated into this Declaration, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Declarant, the Declarant does hereby covenant and agree as follows:

1. That Montgomery County, Maryland, its duly designated agents, or ~~the Washington Suburban Sanitary Commission (the "County" or "WSSC")~~, for their respective purposes, shall have the right to enter upon the land abutting all Muddy Branch Road streets located on the Property for the purposes of installing, maintaining, operating, rehabilitating, or removing public improvements including but not limited to:

- a) Street paving, curb and gutter, sidewalks, and bikepaths
- b) Street signs
- c) Traffic control signs and devices
- d) Storm drainage
- e) Street lights and appurtenances
- f) Street trees
- g) Water and wastewater meters and appurtenances

2. ~~That the record plats for the Property shall show thereon the easements which are created by the within document and shall be labeled "Public Improvements Easement" or "P.I.E."~~

3. ~~That the aforesaid easement as created under Paragraph 1 shall be insert appropriate dimension(s) in accordance with the Road Code or applicable standards in width and shall be contiguous with and parallel and adjacent to the right-of-way lines of all of the affected insert roadway classification(s) streets.~~

~~The Declarant does hereby covenant and agree that the granting of the easements herein shall not obligate the County or WSSC to provide maintenance in parking areas adjacent to [insert roadway classification(s)] unless such areas are disturbed during the installation and/or maintenance of the public improvements as set forth in Paragraph 1 herein.~~

4. The Declarant covenants and agrees that no fence, wall, or permanent structures shall be erected within the Public Improvements Basement as other than those structures which shall be approved by the Department of Permitting Services of Montgomery County, Maryland or their successors, or the WSSC, with respect to its facilities. Should the County or WSSC, in order to maintain its facilities within the Public Improvements Basement, be required to remove said improvements, the County or WSSC will not be required to replace said improvements and the Declarant will save the County or WSSC harmless for any damages that may occur to said improvements.
5. Trees and shrubs may be planted within the Public Improvements Basement in accordance with the applicable Design Standards of the Department of Public Works and Transportation of Montgomery County, Maryland or their successors, and WSSC. Should the County or WSSC, in order to maintain its facilities within the Public Improvements Basement, be required to remove said improvements, the County or WSSC will not be required to replace said improvements and the Declarant will save the County harmless for any damages that may occur to said improvements.
6. The Declarant does grant and convey the Easement described in this Declaration unto Montgomery County, Maryland and the Washington Suburban Sanitary Commission in perpetuity.

IN WITNESS WHEREOF the Declarant has executed this Declaration under seal on the Date first written above.

ATTEST:

[identify the owner(s)]

(SEAL)

DORA G. BROOKS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires September 20, 2006

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 24th day of March, 2003, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Jean Luc Brame, who acknowledged himself to be the President of Board of Washington Woods and that he, as such President of Board being authorized to do so, executed the foregoing instrument for the purposes of signing the name of Jean Luc Brame by himself as such President.

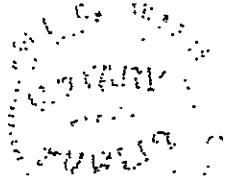
IN TESTIMONY WHEREOF, I have affixed by official seal the date written above.

DORA G. BROOKS

[insert Notary Public's name]
DORA G. BROOKS

My commission expires on NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires September 20, 2006

[NOTARIAL SEAL]



DECPUBIMPEAS
TEMPLATE

TEMPORARY GRADING EASEMENT AGREEMENT

We, Washingtonian Woods Homeowners Association, Inc., owners of the property recorded on _____ at Liber 8085 at Folio 425, in the Land Records of Montgomery County, Maryland, do hereby grant unto Montgomery County, Maryland a temporary grading easement as necessary to complete construction in accordance with the Montgomery County Road Construction Code and as further delineated:

1. See Attached Schedule "A"

It is further understood and agreed that this easement shall terminate upon satisfactory completion of all street improvements as required by the Montgomery County Road Code.

WASHINGTON WOODS HOMEOWNERS ASSOCIATION, INC.

Jean Luc Beami Linda Wildman agent 3/27/03
Signature Signature Date

Jean Luc Beami Linda Wildman agent
Type or Print Name Type or Print Name

Signature Signature Date

Type or Print Name Type or Print Name

STATE OF Maryland
COUNTY OF Montgomery SS:

I hereby certify that on this 17 day of March,
2002 before me, the undersigned officer, personally appeared
JEAN LUC BRAME, known to me (or satisfactorily
proven) to be the person whose name is subscribed to the within
Slope Easement Agreement, and acknowledged that he/she executed
the same for the purposes therein contained.

WITNESS my hand and notarial seal.

Dora G. Brooks
Notary Public

DORA G. BROOKS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires September 20, 2006

My Commission Expires: _____

95-425-15
SLOPEASA001JR

SCHEDULE A

DESCRIPTION OF A
TEMPORARY GRADING EASEMENT

Being a parcel of land, located in Election District No. 9 of Montgomery County, Maryland, hereinafter described in, through, over and across part of the land conveyed by National Partnership to Washingtonian Woods Homeowners Association, Inc. by deed dated December 22, 1987 and recorded among the Land Records of Montgomery County, Maryland in Liber 8085 at Folio 425; and also being part of Parcel A, Block A as delineated on a plat of subdivision entitled "WASHINGTONIAN WOODS" as recorded among said Land Records as Plat No. 15843 and being more particularly described by Macris, Hendricks & Glascock, P.A. in Plat 15843 datum as follows:

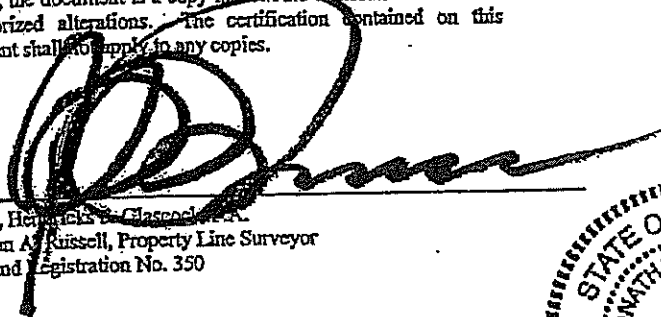
Beginning for said parcel of land at a point on the westerly right-of-way line of Muddy Branch Road, said point also being at the southerly end of the easterly or North 18°30'25" East, 513.19 foot line of said Parcel A, Block A, then leaving said westerly right-of-way line of Muddy Branch Road and easterly line of Parcel A, Block A to cross and include part of Parcel A, Block A

1. North 71°09'35" West, 5.00 feet to a point, then
2. North 18°50'25" East, 406.84 feet to a point, then
3. South 71°09'35" East, 5.00 feet to a point on said westerly right-of-way line

of Muddy Branch Road, said point also being on said easterly line of said Parcel A, Block A, then binding with part of said westerly right-of-way line of said Muddy Branch Road and said easterly line of said Parcel A, Block A, reversed

4. South 18°50'25" West, 406.84 feet to the point of beginning; containing an area of 2,034 square feet or 0.04670 of an acre of land and as delineated on Schedule B attached hereto and made a part hereof by this reference.

Certified correct to the best of our professional knowledge, information and belief. If the seal and signature are not violet colored, the document is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.

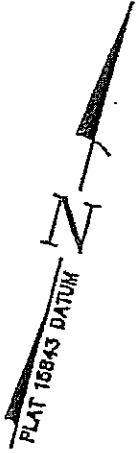


Macris, Hennicks & Glascock, P.A.
Jonathan A. Russell, Property Line Surveyor
Maryland Registration No. 350

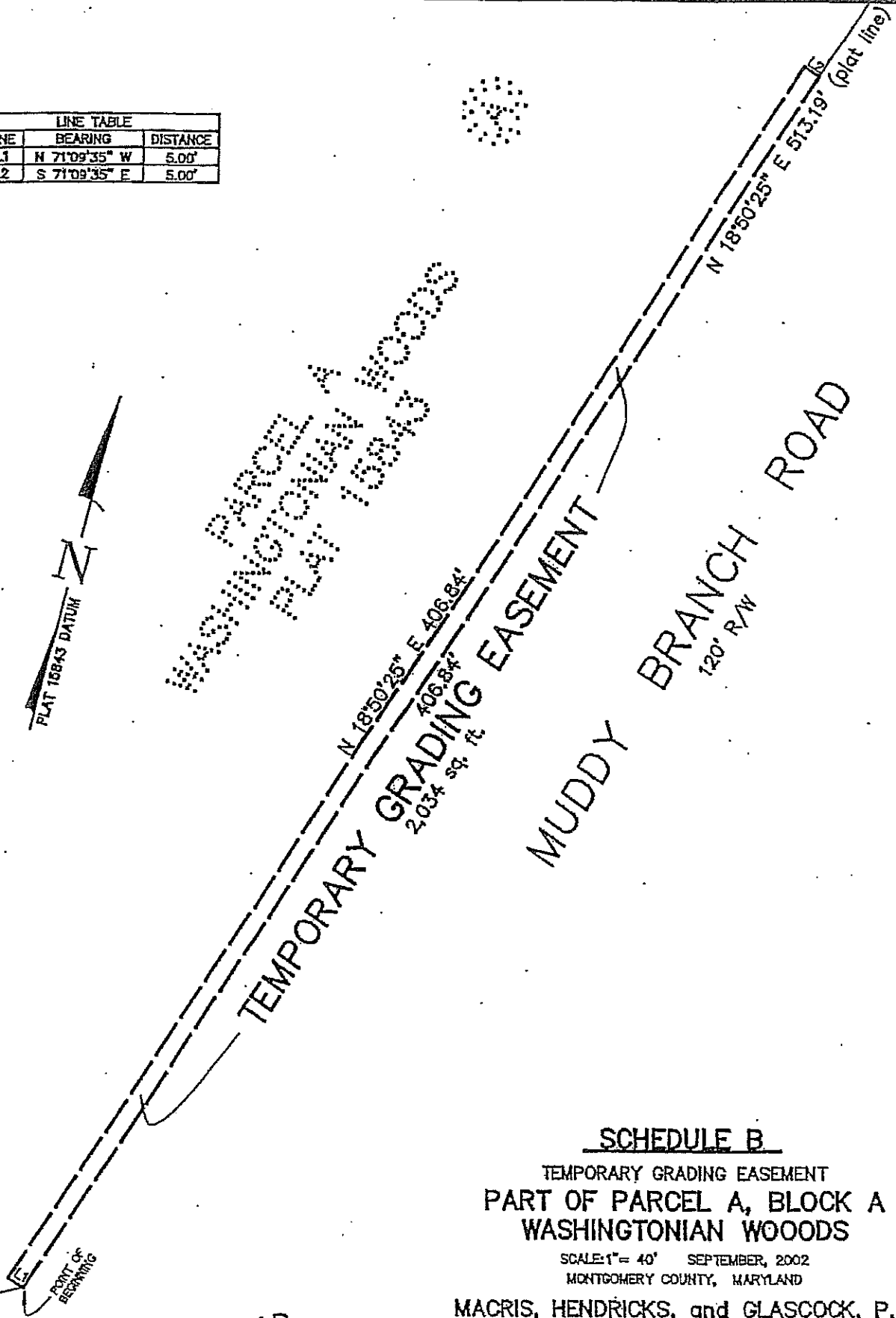


95-425-15
SA003JR

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 71°09'35" W	5.00'
L2	S 71°09'35" E	5.00'



PARCEL A WOODS
 WASHINGTONIAN WOODS
 PLAT 15843



N 18°50'25" E 406.84'
 2,034 sq. ft.

SCHEDULE B

TEMPORARY GRADING EASEMENT
 PART OF PARCEL A, BLOCK A
 WASHINGTONIAN WOODS

SCALE: 1" = 40' SEPTEMBER, 2002
 MONTGOMERY COUNTY, MARYLAND

MACRIS, HENDRICKS, and GLASCOCK, P.A.
 ENGINEERS * SURVEYORS * PLANNERS

9220 WIGHTMAN ROAD, SUITE 120
 Montgomery Village, MD 20886
 (301) 670-0840

DARNESTOWN ROAD
 MD RTE. 28