

THIS DECLARATION, made on the date hereinafter set forth by Miller and Smith Homes of Maryland, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Seventh (7th) Election District, Prince George's County, State of Maryland, which is more particularly described in Exhibit A attached hereto and made a part hereof.

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

APR 7 1 20 PM '89
CLERK OF THE
CIRCUIT COURT
NORMAN L. PRITCHETT

ARTICLE I

DEFINITIONS

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

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

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

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Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit B attached hereto and made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the parties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to the entity making this Declaration, its successors and assigns and any residential home builder designated by it in writing in regard to specific portions of the Properties.

ARTICLE II

PROPERTY RIGHTS

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

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

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of 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 agreeing to such dedication or transfer has been recorded.

(d) the right of the Association acting through the Board of Directors to adopt and enforce rules and regulations governing the use of the Common Area and individual lots which shall include the right to impose fines for the violation thereof up to \$10.00 per day for each violation with a limit of \$200.00 per violation. Any such fine shall be considered as an additional assessment and enforceable as such pursuant to Article IV hereof.

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

Section 3. Declarant reserves unto itself, its successors, and assigns for as long as it or they own property within the subdivision, the absolute right to grant easements and rights of way over and across the Properties to public and quasi-public agencies, utilities, and municipalities for various purposes it may deem appropriate.

Section 4. Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration the additional properties contiguous to the existing property, described in EXHIBIT C attached hereto and made a part hereof. The additions authorized hereunder shall be made by recording among the Land Records of Prince George's County a Supplemental Declaration with respect to the additional property which shall extend the scheme of this Declaration to such additional property. Such Supplemental Declaration may contain such complimentary additions and modifications of the provisions set forth herein as may be necessary to reflect the different character (if any) of the added properties and as are not

inconsistent with the scheme of t...s Declaration; provided, however, that in no event shall such Supplemental Declaration revoke, modify or add to the covenants and restrictions contained herein with respect to the Properties. Declarant shall further have the right to deed to Association such portions of the property described in Exhibit C hereto as it deems appropriate, which property when deeded shall become part of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall be all Owners with the exception of the Declarant in Class B and shall be entitled to one (1) vote for each Lot owned. 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, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On the first day of March, 1993.

Section 3. Upon annexation by the Declarant of additional properties pursuant to Article II, Section 4, and in

the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived provided that Class B membership shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equals the total votes outstanding in the Class B membership, or

(b) 1st day of March, 1999. - ?

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal

Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Fifty Dollars (\$150.00) per Lot. Declarant may supplement the maximum annual assessment if said assessment does not cover expenditures.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership except to the extent necessary to cover increases in real estate taxes and insurance premiums.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by the affirmative vote of two-thirds (2/3) of each class of members, voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the combined classes of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots improved with Completed Dwelling Units. Prior to the improvement of any Lot with a Completed Dwelling Unit, such lots shall be exempt from assessments pursuant to Section 3 and 4. Notwithstanding the provisions of Section 4, any Lots improved with Completed Dwelling Units, while owned by Declarant and unoccupied, shall be exempt from all assessments except to the extent that the Association's expenses for a fiscal year exceed the revenue which would be provided by the levy of the maximum assessment allowed hereunder for the year on those lots subject to assessment.

Section 7. 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 conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the rate of ten percent (10%) per annum, or at the highest legal rate of interest then allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and there shall be added to the amount of such assessment interest, costs of the action, reasonable legal fees, and a late charge of up to \$25.00. The entire balance of the unpaid assessment for the remainder of the assessment year shall also become due, payable and collectable upon delinquency of any portion of the annual assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Assessment Lien: Priority Thereof.

A. Notice of intent to create a lien.

(1) At any time within two (2) years after an Assessment is levied against a Lot and before it is paid in full to the Association, the Association may give notice to the Lot Owner thereof (by certified mail, return receipt requested) of the Association's intent to create a lien against such Lot (hereinafter referred to as a "Notice of Lien").

(2) The form of the Notice of Lien shall be determined by the Association in the exercise of its sole discretion, provided that the Notice of Lien complies with the requirements of Section 14-203 of the Contract Lien Act.

B. Statement of Lien.

(1) The Association may execute and record among the Land Records, in accordance with the provisions of Section 14-203 of the Contract Lien Act, a statement of lien for such Assessment (or any installments thereof, if payable in

installments and if the Association elects to make such statement of lien applicable to such installment rather than to such Assessment in full), (a) within thirty (30) days after the Circuit Court of Prince George's County orders the imposition of a lien pursuant to such provisions, or (b) within one hundred twenty (120) days after giving the Notice of Lien, if the Lot Owner fails to file a complaint in the Circuit Court of Prince George's County within thirty (30) days after the Association gives the Notice of Lien in accordance with such provisions.

(2) The form of any such statement of lien shall be determined by the Association in the exercise of its sole discretion, provided that, when it is executed and recorded among the Land Records, it constitutes a "statement of lien" for purposes of the provisions of section 14-203 of the Contract Lien Act.

C. Effectiveness of Assessment Lien.

Each Assessment (or each installment thereof, if payable in installments) levied against a Lot shall constitute a lien (hereinafter referred to as an "Assessment Lien") upon the title to such Lot, from the time when a statement of lien for such Assessment or installment is recorded among the Land Records pursuant to the provisions of section 14-203 of the Contract Lien Act and the provisions of subsection 9.B.(1), until such Assessment or installment is paid.

D. Priority of Assessment Lien.

An Assessment Lien shall be subordinate to the lien of any Mortgage covering the Lot against which such Assessment is levied, if and only if such Mortgage is recorded among the Land Records before the recordation thereamong of a statement of lien creating such Assessment Lien.

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E. Enforcement of Assessment Lien.

(1) An Assessment Lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deed of trust containing a power of sale or an assent to a decree, and covering real property situate and lying in the said County.

(2) (a) The Association shall be entitled (i) to protect the Association's right to collect any unpaid Assessment by purchasing the Lot against which it is levied, at any judicial or other sale involving the enforcement of any Assessment Lien or other lien against the Lot provided that such action is authorized by the Membership; (ii) to hold, lease, sublet, sell, convey and mortgage any such Lot so purchased; and (iii) if authorized by the Board of Directors to borrow any or all of the purchase money therefor.

(b) The payment of the purchase price for such Lot and of any interest charged for any such purchase money so borrowed shall be a Common Expense, and any income from any resale, mortgage or lease of such Lot shall be part of the Association Receipts.

Section 10. Curing of Default. Upon the timely curing of any default for which a Written Notice of Lien was filed by the Association as above provided, the Board is hereby authorized to prepare, execute and deliver to the defaulting Owner an appropriate Release of such Claim of Lien in proper form for recording, upon payment by the defaulting Owner of a reasonable fee to be determined by the Association.

Section 11. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale provided for herein shall be in addition to and not in substitution for any and all rights and remedies which the Association may have hereunder and by law, including a suit to recover a money judgment for any unpaid assessments.

Section 12. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or 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.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Review by Board. No fence, wall, accessory building, porch, deck, shed, awning or any other structure of any kind shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, change, alteration or improvement, including change of colors, be made to any building upon any Lot or affecting any exterior feature, including but not limited to exterior lighting, shades, screens, patio covers, fences, walls, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways or storm doors, and neither shall any substantial changes, additions, or modifications be made to or in regard to Lot landscaping, including but not limited to, fountains, lights, retaining walls, planter boxes, and decorative ornaments, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of same have been submitted to and approved in writing by the Board as to harmony of external design and location in relation to surrounding structures and the confines of the Lot. The Board may delegate its responsibilities hereunder to an architectural committee, composed of three (3) or more members appointed by the Board, who may or may not be Owners. In the

event the Board, or its designated committee, fails to approve or disapprove any proposed improvement, change or alteration described herein within sixty (60) days after the plans and specifications therefor have been submitted to it, approval shall conclusively be deemed to have been given. The provisions of this Article shall not apply to Declarant with respect to any new or original construction of a dwelling unit.

Section 2. Limitation. Construction or alterations in accordance with plans and specifications approved by the Board 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 Board (whether by affirmative action or by forbearance from action), and shall be substantially completed within six (6) months following the date of commencement, or within such other period as the Board shall specify in its approval. In the event construction is not commenced within the period aforesaid, approval of the plans and specifications by the Board shall be conclusively deemed to have lapsed and compliance with provisions of this Article shall again be required. There shall be no material deviation from the plans and specifications approved by the Board, without the prior consent in writing of the Board. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Board to disapprove such plans and specifications of any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 3. Certificate of Compliance. Upon completion of any construction or alterations or other improvements in accordance with plans and specifications approved by the Board in accordance with the provisions of this Article, the Board shall, at the request of the owners thereof, issue a certificate

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of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Board and constructed or installed in full compliance with the provisions of this Article and such other provisions and requirements of this Declaration as may be applicable.

Section 4. Rules and Regulations. The Board 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 and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details as it may consider necessary or appropriate. The Board may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article.

ARTICLE VI

COVENANT FOR EXTERIOR MAINTENANCE

Section 1. Obligation and Remedy. Each Owner shall keep all Lots owned by him, and all improvements located thereon, in good order and repair, including but not limited to, the mowing of all lawns, the pruning of all shrubbery and the painting, repair and other appropriate external care of the exterior of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the Board, any owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by a two-thirds (2/3) decision of the Board, and after thirty (30) days' written notice to the Owner to remedy the condition in question, shall have the right, through its agents, employees or contractors to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvement located thereon; and, the cost thereof

shall be added to and become a part of the assessment to which such Lot is subject, collected and enforced in the manner prescribed in Article IV above.

Section 2. Entry. Any duly authorized agent, employee or contractor of the Association (acting through the Board) may at any reasonable time or times enter upon and inspect any Lot and the exterior of any building and improvements located thereon for the limited purposes of: (i) ascertaining whether the maintenance of such Lot and the exterior of the improvements thereon are in compliance with the provisions hereof, and (ii) to perform any required repair or maintenance upon the default by the Owner of such Lot to do so; and, neither the Board, the Association nor any such agent, employee or contractor thereof shall be deemed to have committed a trespass or other wrongful act by reason of such entry, inspection and/or the performance of such repairs and maintenance.

Section 3. Maintenance of Easement Areas. Easements for the installation and maintenance of utility lines and facilities over, under and through the Lots, as shown on the recorded subdivision plats or as recorded in a separate instrument for the Properties, are hereby reserved. Within these easement areas, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utility lines or which may change the direction in or the flow of drainage channels in the said easement areas, or which may have obstruct or retard the flow of waters through drainage channels in the easement areas. The easement areas on each Lot shall be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or a private or public utility company is responsible.

Section 4. Grading/Drainage. The Declarant, its designees and assigns, shall have the right and privilege from the date hereon to enter upon any Lot at any time to change the grade of the ground and/or install or change drainage control devices on such Lot so as to alleviate any possible drainage and/or run off problems incurred in or resulting from the development of real property of the Declarant or its designees or assigns. Drainage swales which have been constructed to facilitate the drainage of one or more adjoining Lots, shall have no structures or planting thereon. Modifications to the grade of said swale is prohibited. The drainage swale shall be maintained continuously by the owner of the Lot.

Section 5. Maintenance of Common Driveways. Each Owner of a Lot which is served by a joint driveway or common easement for ingress and egress with one or more other Owners shall be jointly responsible with the other Owners who have access thereto for maintaining the same in good order and repair, including but not limited to, the clearing, snow removal and repaving of the same, all in a manner consistent with good property management. If, in the opinion of the Board, any Owner or Owners fail to perform the duties imposed by the preceding sentence, the Association, after approval by a two-thirds (2/3) decision of the Board, and after thirty (30) days' written notice to the Owner(s) to remedy the condition in question, shall have the right, through its agents, employees or contractors to enter upon the Lot in question and to repair, maintain, and restore the driveway or easement area located thereon; and, the cost thereof shall be added to and become a part of the assessment to which such Lot(s) is subject, collected and enforced in the manner prescribed in Article IV above.

Section 6. Fences. If and when the Owner of a lot that abuts Mount Oak Road erects a fence, the fence must be a standard wood fence as described herein. Further, all fencing on these lots shall include a gate, be located on the dwelling unit side of the landscape buffer, and be subject to approval by the City of Bowie prior to any modification. The typical design currently approved is a wood, solid board, style per the plan detail attached hereto as Exhibit D.

ARTICLE VII

USE RESTRICTIONS

Section 1. Common Area Restrictions. The Common Areas shall be open space used solely for recreational and park purposes and for pathways, storm water management facilities and entrance sign structures. No improvements other than improvements normally used in connection with recreational and park areas shall be maintained upon Common Areas. No noxious or offensive activities shall be carried on upon any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding community. No sign of any kind shall be displayed to the public view on any Common Area, except an entry sign or signs to the Properties, signs used by Declarant to advertise the Property during the Development Period and such signs as may specifically be authorized by the Board. No animals shall be maintained on the Common Areas, and no such area shall be used as a dumping ground for rubbish, trash, garbage, nor shall any other waste be maintained thereon except in sanitary containers.

Section 2. Use of Lots. No Lot shall be used except for residential purposes and such accessory uses thereto as are allowed by the applicable zoning ordinances. No such use shall generate vehicular traffic and parking which is above that which is normally and customarily expected in a residential subdivision.

Section 3. Fences, Walls, Hedges, Etc. No fence, wall, hedge or shrub over three (3) feet high shall be allowed to be erected, planted or constructed upon any Lot which is located at the intersection of two streets; the purpose of such restriction being to avoid obstruction of view at such intersections. In addition, no fence or wall of any kind shall be erected or constructed on any portion of a Lot closer to the street than the front corner of the house. If a dwelling unit is constructed upon any Lot which is located at the intersection of two streets, no fence or wall shall be closer to the respective streets than the front corner of the house most distant from the street.

Section 4. Clotheslines. No exterior clothesline or hanging device shall be allowed upon any Lot.

Section 5. Vehicle Restrictions. Except for parking within garages, and except as herein elsewhere provided, no junk vehicle, unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, camp truck, tractor-trailer, house trailer, boat or other similar machinery or equipment shall be kept upon any Lot or the Common Area, nor (except for bona fide emergencies), shall the repair or extraordinary maintenance of automobiles or other motor vehicles be carried out thereon. The Association may, in the discretion of the Board, provide and maintain a suitable area designated for the parking of such vehicles listed hereinabove.

Section 6. Offensive Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to adjoining Owners or others in the surrounding community.

Section 7. Signs. During the Development Period, no

signs except for the sale of a dwelling unit may be displayed upon any Lot except those erected by the Declarant. Thereafter, no signs other than signs for the sale of a dwelling unit shall be displayed, which signs shall not exceed four (4) square feet (e.g. two (2) feet by two (2) feet).

Section 8. Birds/Animals. No birds or animals shall be kept or maintained on any Lot, except for domestic purposes. The Board may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on a Lot.

Section 9. Trash. No trash, garbage or other waste shall be maintained upon any Lot except in closed, sanitary containers, maintained in good repair at all times.

Section 10. Antennas. No outside television or radio antennas or dishes shall be erected, installed or maintained on any lot, or any structures thereon.

Section 11. Awnings. No awnings shall be installed or maintained over the front or side porches, doors or windows of any building. This section shall not be applicable to awnings installed or maintained by declarant and/or its successors and/or assigns on buildings or structures which in any manner relate to the construction or sale of homes on the Properties

Section 12. Temporary Structure, Pools, Tennis Courts, Storage Buildings. No structure of a temporary character, shack, barn, storage building or other outbuilding may be stored or constructed on any Lot at any time either temporarily or permanently. In addition, no tennis court or above ground pools may be erected or constructed on any Lot at any time. This section shall not be applicable in regard to temporary structures and storage buildings constructed or maintained by the declarant and/or its successors and/or assigns which in any manner relate to the construction or sale of homes on the Properties.

Section 13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. Livestock and Poultry. No maintenance, keeping, boarding or raising of animals, livestock or poultry of any kind, regardless of number shall be permitted on any Lot or within any Completed Dwelling Unit, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Owners, 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 Areas unless accompanied by a responsible person and unless they are carried or leashed. The Board shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

Section 15. Subdivision. 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 apply to the Declarant and, further, the provisions hereof 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.

Section 16. Surface of Property. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line may be installed or maintained upon any Lot above the surface of the ground.

Section 17. Trees. No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without the prior written approval of the Association acting through the Board.

Section 18. Enforcement - Right to Remove or Correct Violations. In the event any attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provision or requirements of this Article, the same shall be considered to have been undertaken in violation of this Article and without the approval of the Board required herein and, upon written notice from the Board, such violation shall be promptly removed or abated. In the event the same is not removed or the violation is not otherwise terminated or abated within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such member, the Association shall have the right through its agents and

employees (but only after a resolution of the Board) to enter upon such Lot and to take such steps as may be necessary to remove or to otherwise terminate or abate such violation and the costs thereof may be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner, in all respects and subject to the same limitations as provided in Article V of this Declaration. Neither the Association or any agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection to remove or otherwise terminate or abate such violation.

ARTICLE VIII

MANAGEMENT

Section 1. Management Agent. The Board of Directors may employ for the Association a 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. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing, including without limitation:

(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 law and the provisions of this Declaration;

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

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

(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 Areas; 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.

Section 2. Management Agreement. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated, with or without cause and without the payment of any termination fee, by either party upon thirty (30) days' prior 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-year periods.

ARTICLE IX

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

(a) This Declaration may be amended during the first twenty (20) year period by an instrument executed by the President of the Association and attested to by the secretary thereof which contains therein a certification that the amendment has been approved by a vote of seventy-five percent (75%) of the votes entitled to be cast pursuant to Article III Section 2 hereof.

(b) Any other provision of this Declaration 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 and approval of the holders of at least fifty-one percent (51%) of the first mortgages of record on the lots:

(1) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; 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 areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(2) abandon or terminate this Declaration; or

Section 7. The holder, insurer, or guarantor of a mortgage on any lot contained within the Properties, upon written request stating its name and address and the lot or address of the lot on which it has a mortgage shall be given timely written notice of:

(a) any sixty day (60) delinquency in the payment of assessments or charges owed by the owner of the lot on which it holds the mortgage;

(b) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association; and

(c) any proposed action that requires the consent of a specified percentage of eligible holders.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 15th day of February, 1989.

MILLER AND SMITH HOMES OF MARYLAND INC.

By: *Patrick Power*

STATE OF VERMONT
COUNTY OF FAIRFAX, to wit:

On this 15th day of February, 1989, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Patrick Power, who acknowledged himself to be the President of Miller and Smith Homes of Maryland, Inc., and that he, as such President, being authorized so to do, executed the foregoing instrument by signing the name of the Corporation by himself as such President.

In witness whereof I hereunto set my hand and official seal.

Joseph H. Drexler
Notary Public

My Commission Expires: June 8, 1990

