

7/82

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OLNEY CROSSING

THIS DECLARATION, made on the date hereinafter set forth by BERGER/BERMAN BUILDERS, INC., a Maryland corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property in the County of Montgomery, State of Maryland, which is more particularly described on the legal description attached hereto and made part hereof as Exhibit "A".

NOW, THEREFORE, Declarant hereby declares that all of the Property described on Exhibit "A" hereto 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, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to OLNEY CROSSING HOMEOWNERS ASSOCIATION, INC., a non-stock, non-profit corporation, its successors and assigns.

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

Section 3. "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.

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 more particularly on the legal description attached hereto and made part hereof as Exhibit "B".

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

JAN 5 1983
JAN 1 1983

Section 6. "Declarant" shall mean and refer to BERGER/BERMAN BUILDERS, INC., a Maryland corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant 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.

Section 7. "Development Plan" shall mean the Site Plan for Williamsburg Village, dated May 5, 1981, prepared by Greenhorne & O'Mara, Inc., Engineers, Architects, Planners and Surveyors, Rockville, Maryland, including all amendments thereto as may be made from time to time. A copy of the Development Plan, as amended, is on file with the Declarant.

Section 8. "Eligible Mortgage Holder" shall mean a holder of a first mortgage on a unit who has requested notice from the Council of Unit Owners of amendments to the Association documents or other significant matters which would affect the interests of the mortgagee.

Section 9. "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. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

ARTICLE II Property Rights

Section 1. 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 lots 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 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, and unless the Maryland-National Capital Park and Planning Commission, or its successor or assigns, has given its prior written approval thereof, which approval shall not be unreasonably withheld or delayed.

(d) the right of the Association to limit the number of guests of members;

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

(f) the right of individual Owners to the exclusive use of parking spaces as provided in this Article.

(g) the right of the Association, the Declarant, utility companies and other Owners with respect to the easements established in Section 12 of Article VI hereof.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, 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.

ARTICLE III Membership and Voting Rights

Section 1. Membership. 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. Voting Rights. 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, and Class A members 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 by a Class A member with respect to any Lot.

Class B: All of the Class B memberships shall be initially held by the Declarant (as defined in the Declaration) who shall be the Class B member and shall be entitled to three (3) votes for each Lot which it owns. Each Class B membership shall cease and become a nullity upon the happening of any of the following events, whichever occurs earliest:

(i) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(ii) three (3) years from the recordation of this Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid date shall be extended by a period of time equal to the length of the delays or an additional five (5) years, whichever is less; or

(iii) upon the surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse or surrender of any of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain 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 IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and 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, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent 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 Property and for the improvement, maintenance, repair and replacement of the Common Area, the payment of real estate taxes and assessments, and insurance premiums and utility services for the Common Areas and management fees and other management and administration expenses for the Common Area, plus contributions payable by the Association, under any cross easement or other similar instrument or agreement.

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 Eighty Dollars (\$180.00) per Lot; provided, however, that the maximum annual assessment (including special assessments) for any Lots without a dwelling occupied for residential purposes and owned by Declarant and for which it holds a Class B membership shall be twenty-five percent (25%) of any such

assessments. Upon the first occupancy of any dwelling owned by the Declarant, the full assessment shall immediately and permanently attach to that Lot. Notwithstanding any provision contained in this Declaration to the contrary, Declarant hereby covenants and agrees for the benefit of each Class A member to pay any and all expenses incurred by the Association during the Deficit Period (as 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 has paid what would equal one hundred percent (100%) of the assessments for its Lots which may receive the benefit of the reduced twenty-five percent (25%) assessment hereinabove referred to, then the Declarant 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. 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 date on which the Class B membership lapses and becomes a nullity in accordance with the provisions of this Declaration.

(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 by the Board of Directors of the Association, without a vote of the Class A membership, by an amount equal to five percent (5%) 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.

(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 five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose.

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

(d) 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 normal monthly assessment for a Lot and shall be payable by the Declarant's grantee upon the settlement of a completed dwelling located on any Lot.

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 each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum 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 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 sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as otherwise provided in Section 3 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly basis.

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 first 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 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 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest within the due date at the rate of six percent (6%) per annum (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, but in no event to exceed the maximum rate permitted by law). 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, or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to 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 10. Additional Default. Any recorded first mortgage secured on a Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 9 of this Article shall not be altered, modified or diminished by reason of such failure.

Section 11. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and community facilities by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Areas and community facilities may be expended only for the purpose of affecting the replacement of the Common Areas, major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

ARTICLE V Architectural Control

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including change in color) 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 ("Architectural Control 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 Architectural Control 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. The Association or the Architectural Control Committee shall have the right to charge a reasonable fee for reviewing each application in an amount not to exceed Fifty Dollars (\$50.00). Any such 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 may be required to be restored to the original condition at the Owner's costs 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 applicable public authorities or agencies. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article V shall not be applicable to the Declarant or any part of the Property owned by the Declarant.

Section 2. Construction or alterations in accordance with plans and specifications approved by the Architectural Control 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 Architectural Control Committee (whether by affirmative action or by forbearance from action, as in Section 1 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control 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 Architectural Control 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 Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control 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 3. Upon completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this Article, the Architectural Control 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 Architectural Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 4. The Architectural Control 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 Architectural Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control 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 Architectural Control Committee.

ARTICLE VI
Use Restrictions and Easements

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

Section 1. 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 such maintenance and use is limited to the person actually residing in the dwelling and, provided, further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. 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. The terms "dwelling" or "dwelling unit", as used in this Declaration, shall include a townhouse. 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 office or the like.

Section 2. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant may use the Property for model home sites and display and sales or construction offices during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the Property for sale or rent, except signs used by Declarant to advertise the Property during the construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any property within the Property, unless placed or maintained within an enclosed garage or carport.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lot subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity.

Section 7. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Committee. Nothing herein shall be deemed to apply to the storage on the Property by Declarant of building materials during, and for use in, the construction of the improvements on the Property.

Section 8.

(a) No exterior radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot, except that normal Home Box Office, television or cable receiving apparatus may be installed on the exterior of a building if such apparatus does not extend more than five feet (5') above the top of the highest lawfully constructed portion of such building. Normal radio and television installations wholly within a building are permitted.

(b) Garage doors to dwelling units located on any Lot shall be kept closed at all times except as may periodically be required to permit vehicular and other necessary passage, providing that immediately after such passage the garage doors are returned to a closed position.

Section 9. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(a) Whenever water, sanitary sewer, 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 utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

(b) The right granted in Subparagraph (a) above shall be only to the extent necessary to entitle 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.

(c) 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 shall be final and conclusive on the parties.

Section 10. In order to allow PEPCO proper access to electric meters, no gate or other fence closing device shall be locked or otherwise secured against opening in a manner which interferes with or prevents PEPCO, or its agents, from entering upon any Lot to install, read, maintain, repair, or replace any electric meter or similar device.

Section 11. All Owners and occupants shall abide by the Bylaws and any rules and regulations adopted by the Association.

Section 12. Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, and the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing.

Section 13. None of the foregoing restrictions shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing 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 and community facilities.

Section 14. 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 Common Area.

(b) Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots 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 Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining 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 created unto the Declarant a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, CATV, water, sewer, drainage, gas, cable television, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Property and to affix and maintain electrical or telephone wires and conduits, sewer and water and drainage lines, on, above or below any residence or land owned by any Owner.

(d) An easement is hereby reserved to Declarant to enter the Common Area during the period of construction and sale on 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 of residences, including, without limitation, a business office, sales office, storage area, construction yards, signs, displays and model units.

(e) Declarant also reserves the right to enter into 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.

(f) 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 near as 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.

(g) There is hereby reserved unto the Declarant and its agents a non-exclusive easement over, across and through all of the Common Areas for the purpose of access, the storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the development, construction or rehabilitation and repair of the Property.

(h) There is hereby reserved unto the Declarant, for the benefit of the real property described on Exhibit "C" attached hereto and made a part hereof, 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 ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, 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 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 and part of the Property in furtherance of the blanket easement created by this subsection (h).

ARTICLE VII
Exterior Maintenance and Casualty Insurance

Section 1. Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon, as provided in the Bylaws and approval by vote of the Board of Directors, 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. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article IV hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect such 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 any such lien 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 2. The Board of Directors of the Association, or its duly authorized agent, shall have the authority to and shall obtain insurance for all or any of the residential units located on the Property, unless the Owners thereof have supplied proof of adequate coverage to the Board of Directors' satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any such insured hazards. Such policies shall provide that insurance proceeds payable on account of loss or damage to the real property shall be payable solely to the Owner's first mortgagee, if any, and the Association. Such insurance proceeds shall be applied to repair or restoration of the damaged property as hereinafter provided. All such insurance policies shall provide that coverage may not be canceled by the carrier without first giving the Association and the first mortgagee, if any, ten (10) days' written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any Owner, members of the Owner's family, the Association, its officers, agents and employees, as well as a waiver of the "pro-rata" clause.

Section 3. Required Coverage. The Board of Directors of the Association, or its duly authorized agent, shall be required to obtain, 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 and shall name as the insured the Association or trust for the benefit of the unit owners.

Each hazard insurance policy must be written by a hazard insurance carrier which has a current rating by Best's Insurance Reports of B/VI or better. Hazard insurance policies are also acceptable from any insurance carrier which has a financial rating by Best's Insurance Reports of Class V, provided it has a general policyholder's rating of at least "A". 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 mortgages, and that any assessment made against others may not become a lien on the mortgaged premises superior to the first mortgage.

All policies of hazard insurance must contain 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 the project is located in an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Board of Directors of the Association, or its duly authorized agent, shall be required to obtain, maintain and pay, as a common expense, the premiums upon a policy of flood insurance on common area buildings and any other common property covered by the required form of policy (herein "insurable property"). 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.

The Association shall maintain comprehensive general liability insurance coverage covering all of the common areas, public ways of the project, and commercial spaces, if any, owned by the Association, whether or not they are leased to some third party. 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, including deaths of persons 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 of the Association. Such insurance

policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of a unit owner in the Association because of negligent acts of the Association or other unit 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 (unless the project consists of thirty (30) or fewer units), for all officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for funds of or administered by the Association. Where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds are required for its officers, employees and agents handling or responsible for funds of or administered on behalf of the Association. The total amount of fidelity coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, if applicable, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than one and one-half times the insurer's estimated annual operating expenses and reserves. Additionally, fidelity bonds required herein must meet the following requirements: (1) fidelity bonds shall name the Association as the named insured; (2) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions; (3) the premiums on all bonds maintained required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense; (4) 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 (5) an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

Section 4. Repair and Reconstruction 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 Property 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 Property 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 Property 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 or 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 Property, 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 (i) the Board of Directors if such funds relate to Common Areas, or (ii) to the Owner of any Lot to which such proceeds may relate.

ARTICLE VIII
Party Walls

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

Section 1. General Rules of Law to Apply. Each wall 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, and with respect to such wall, each of the adjoining Owners shall assume the burdens, and be subject to an easement for that portion of a party wall on his 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 and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 2. Sharing of Repair and Maintenance and Destruction by Fire or other Casualty. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his 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 (or cause the same to be rebuilt or repaired in accordance with the provisions of Section 2 of Article VII) to as good condition as formerly, in proportion to their respective use of the party wall.

Section 3. Repairs of Damage Caused by One Owner. If any such party wall is damaged or destroyed through the act of one adjoining Owner or any of his 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, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

Section 4. 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, shall first obtain the written consent of the adjoining Owner.

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

Section 6. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall 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 IX
Management

Section 1. 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. 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 2. 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.

Section 3. 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 community facilities, 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 Areas or community facilities. 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 Areas or community facilities, 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.

ARTICLE X
General Provisions

Section 1. 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, 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. 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 or Articles of Incorporation 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.

Section 2. 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 3. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20)-year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded.

Section 4. Annexation. The Declarant shall have the right, for a period of eight (8) years following the date of recordation of this Declaration, without the consent of the members of the Association, to annex and bring within the scheme of this Declaration additional land in future stages of the development as shown on the Development Plan (and amendments thereto), provided that so long as a Lot is encumbered by a deed of trust or mortgage which is guaranteed or insured by VA and/or FHA, then VA and/or FHA, as applicable, shall approve any annexations not in accord with said Development Plan (and amendments thereto) as approved by them. The additions authorized shall be made by filing of record Supplementary Declarations of Covenants with respect to the additional land which shall extend the scheme of the covenants and restrictions of the Declaration to such land and thereby subject such land to the effect and operation of this Declaration. Said Supplementary Declarations may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Lots and as are not inconsistent with the scheme of this Declaration. Except as otherwise hereinabove provided, annexations to the Property shall require the consenting two-thirds (2/3) of the Class A Members.

Section 5. FHA and VA Approvals. Provided that any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans' Administration, and, provided further, 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/or Veterans' Administration (as applicable):

(a) make any annexation or additions other than as provided for pursuant to Section 4 of Article X of this Declaration; or

(b) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities directly or indirectly owned by the Association; 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

- (c) abandon or terminate this Declaration; or
- (d) modify or amend any provision of this Declaration, the Bylaws or the Articles of Incorporation of the Association; or
- (e) 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 in any other entity.

Section 6. Rights of the Maryland-National Capital Park and Planning Commission ("Commission" herein). 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) make any annexation or additions other than as provided for pursuant to Section 4 of Article X of this Declaration; or
- (b) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or 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
- (c) abandon or terminate the Declaration; or
- (d) modify or amend any material or substantive provision of this Declaration, or the Bylaws or the Articles of Incorporation of the Association; or
- (e) 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
- (f) 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 7. 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 Areas or community facilities 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 Areas and community facilities 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 sixty-seven percent (67%) of the votes of the Association have given their prior written approval; or

(c) 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 Article XI, Section 3, 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;
- (ii) assessments, assessment liens or subordination of such liens;
- (iii) reserves for maintenance, repair and replacement of the Common Areas (or units, if applicable);
- (iv) insurance or Fidelity Bonds;
- (v) rights to use of the Common Areas;
- (vi) responsibility for maintenance and repair of the several portions of the project;
- (vii) expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- (viii) boundaries of any lot;
- (ix) the interest in the Common Areas;
- (x) leasing;
- (xi) leasing of lots;
- (xii) imposition of any right of first refusal or similar restriction on the right of a lot owner to sell, transfer, or otherwise convey his or her lot;
- (xiii) any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders or eligible insurers or guarantors of first mortgages on lots.

An addition or amendment to the 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 additions or amendments who does not deliver or post to the requesting party a negative 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 fire and extended coverage on insurable Association Common Area or property on a current replacement-cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs), 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 or property for other than the repair, replacement or reconstruction of such Common Area or property, 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 8. 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 the 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. If the Association undertakes "self-management", it shall promptly give

written notice of such occurrence to all of the holders of first mortgages of record on the Lots.

Any first mortgagee of any Lot may pay any taxes, utility charges or other charge levied against the Common Areas and community facilities which are in default and which may or have become a charge or lien against any of the Common Areas and community facilities 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 Areas and community facilities. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 9. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas or community facilities, 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 Areas or community facilities.

Section 10. Condemnation or Eminent Domain. In the event any part of the Common Areas and community facilities 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 Areas and community facilities.

Section 11. Changes Required by Lenders. 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 required by VA, FHA, FHLMC or FNMA. 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. Storm Water Management Pond. Without limiting the generality of the Association's obligations with respect to the Common Area, it is acknowledged that the storm water management pond ("Storm Water Management Pond") shown on the Development Plan shall become part of the Common Area upon the conveyance of the Storm Water Management Pond to the Association by the Declarant, and that upon such conveyance, the Association shall have sole and exclusive responsibility for the repair, maintenance and operation of the Storm Water Management Pond; further, the


Association shall at all times after such conveyance keep the Storm Water Management Pond adequately insured against claims arising out of injury to third parties.

Section 13. 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.


IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has executed this instrument this 2nd day of February, 1983.

ATTEST:

BERGER/BERMAN BUILDERS, INC.,
a Maryland corporation



(Assistant) Secretary
LARRY A. GOLDSTEIN
[CORPORATE SEAL]

By: 


Vice President
Robert Woodbridge

* * *

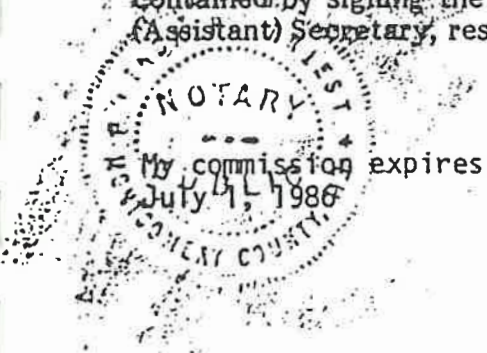
STATE OF MARYLAND
COUNTY OF MONTGOMERY

*
* to wit:
*

I HEREBY CERTIFY that on the 2nd day of February, 1983, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Robert Woodbridge and Larry A. Goldstein, 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 Berger/Berman Builders, Inc., a Maryland corporation, and that said Robert Woodbridge and Larry A. Goldstein, 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.



NOTARY
LINDA P. PRIEST



GIVEN under my hand and seal this 05 day of June, 1981.

N/A (See previous page)
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

Authorized by WASHINGTON FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY: [Signature]
C. Shane Hensley, Vice President

TRUSTEES' CONSENT

The undersigned, ~~TRUST BANK, NATIONAL ASSOCIATION, TRUSTEE, SUCCESSOR TO~~ NATIONAL SAVINGS AND TRUST COMPANY,
Trustees under a Deed of Trust dated JULY 23, 1981, and recorded in
Liber 5738, Folio 583, among the Land Records of Montgomery County, Maryland,
hereby consent to the within Declaration and agree that the lien and effect of said
Deed of Trust shall be subordinate and subject to the lien, effect and operation of this
Declaration.

WITNESS:

~~TRUST BANK, NATIONAL ASSOCIATION, TRUSTEE, SUCCESSOR TO~~
NATIONAL SAVINGS AND TRUST COMPANY

Margaret O. Lewis
MARGARET O. LEWIS

PAUL A. YURKUS

STATE OF _____
COUNTY OF _____

*
* to wit:
*

On this 15 day of June, 1981, before me, the undersigned offi-
cer, personally appeared * PAULA A. YURKUS VICE PRESIDENT, known to me (or satis-
factorily proven) to be the person whose name is subscribed to the within instrument as

* ~~TRUST BANK, NATIONAL ASSOCIATION, TRUSTEE, SUCCESSOR TO~~
NATIONAL SAVINGS AND TRUST COMPANY

Trustee and acknowledged that he executed the same for the purposes therein contained as his own free act and deed.

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

Notary Public
JUDITH C. ERCOGANI



My Commission Expires: ~~My~~ Commission Expires May 31, 1987

[NOTARIAL SEAL]

STATE OF

*

to wit:

*

COUNTY OF

*

On this ____ day of _____, 198__, before me, the undersigned officer, personally appeared _____, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as Trustee and acknowledged that he executed the same for the purposes therein contained as his own free act and deed.

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

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

Earl L. Segal

EXHIBIT "A"

Being all that property known as Lots 29 through 49, inclusive, Block 5, as shown on the Plat of Correction for Williamsburg Village recorded on April 1, 1982 in the Land Records of Montgomery County, Maryland in Plat Book 117, Plat 13832, as well as Lots 1 through 15, inclusive, Block 28, and Lots 6 through 14, inclusive, Block 27, as shown on the Plat of Subdivision known as Williamsburg Village recorded on July 6, 1981 in the Land Records of Montgomery County, Maryland in Plat Book 114, Plat 13510.

Being all that property known as Parcel B, Block 5, as show in the Plat of Correction for Williamsburg Village recorded on April 1, 1982 in the Land Records of Montgomery County, Maryland in Plat Book 117, Plat 13832 as well as Parcel A, Block 27, and Parcel A, Block 28, as shown on the Plat of Subdivision for Williamsburg Village recorded on July 6, 1981 in the Land Records of Montgomery County, Maryland in Plat Book 114, Plat 13510.

EXHIBIT "B"

Being all that property known as Parcel B, Block 5, as shown in the Plat of Correction for Williamsburg Village recorded April 1, 1982 in the Land Records of Montgomery County, Maryland in Plat Book 117, Plat 13832 as well as Parcel A, Block 27, and Parcel A, Block 28, as shown on the Plat of Subdivision for Williamsburg Village recorded July 6, 1981 in the Land Records of Montgomery County, Maryland in Plat Book 114, Plat 13510.

EXHIBIT "C"

Being all that property known as Lots 9 and 10, Block 24, Lots 18 through 28, inclusive, Block 5, Parcel C, as shown on the Plat of Correction for Williamsburg Village recorded April 1, 1982 in the Land Records of Montgomery County, Maryland in Plat Book 117, Plat 13832 and Lots 1 through 5, inclusive, Block 27, as shown on the Plat of Subdivision known as Williamsburg Village recorded July 6, 1981 in the Land Records of Montgomery County, Maryland in Plat Book 114, Plat 13510 and Lots 1 through 11, inclusive, Block 26, Lots 1 through 3, inclusive, Block 25, Lots 1 through 8, inclusive, Block 24, and Parcel A, all as shown on the Plat of Correction known as Williamsburg Village as recorded in the Land Records of Montgomery County, Maryland on April 1, 1982 in Plat Book 117, Plat 13831.

12/15/82

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OLNEY CROSSING HOMEOWNERS ASSOCIATION**

THIS SUPPLEMENTARY DECLARATION, made on the date hereinafter set forth, by BERGER/BERMAN BUILDERS, INC., a Maryland corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant has 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 6009, at Folio 554, among the Land Records of Montgomery County, Maryland;

WHEREAS, Declarant desires 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 X of the Declaration.


NOW, THEREFORE, Declarant hereby declares 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 23 day of May, 1983.

ATTEST:

BERGER/BERMAN BUILDERS, INC.,
a Maryland corporation


_____, (Assistant) Secretary
Larry A. Goldstein
[CORPORATE SEAL]

By: 
_____, (Vice) President
Robert B. Woodbridge

STATE OF MARYLAND
COUNTY OF MONTGOMERY

*
* to wit:
*

On this 23 day of May, 1983, before me, the undersigned officer, personally appeared Robert Woodbridge and Larry A. Goldstein, 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 Berger/Berman Builders, Inc., 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 23 day of May, 1983.

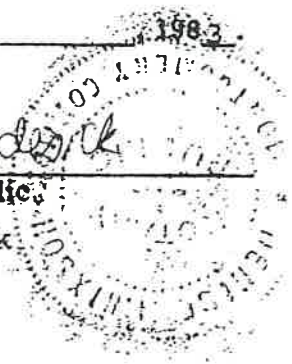
Denise H. Frederick

Notary Public

Denise H. Frederick

My Commission Expires: 7/1/86

[NOTARIAL SEAL]



ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

Earl L. Segal

Earl L. Segal

Authorized by WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

By: C. Shane Hensley
C. Shane Hensley, Vice President

TRUSTEES' CONSENT

The undersigned NS&T Bank: National Association, Trustee, Successor to: National Savings and Trust Company, Trustee under a Deed of Trust dated March 17, 1983, and recorded in Liber 6033, Folio 856, among the Land Records of Montgomery County, Maryland, hereby consent to the within Supplementary Declaration and agree that the lien and effect of said Deed of Trust shall be subordinate and subject to the lien, effect and operation of this Supplementary Declaration.

Witness:


NS&T BANK: NATIONAL ASSOCIATION, TRUSTEE, SUCCESSOR TO NATIONAL SAVINGS AND TRUST COMPANY

Margaret O. Lewis

Paul A. Yurkus
PAUL A. YURKUS VICE PRESIDENT

STATE OF)
) To Wit:
COUNTY OF)

On this 1st day of June, 1983, before me, the undersigned officer, personally appeared PAUL A. YURKUS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as Trustee and acknowledged that he executed the same for the purposes therein contained as his own free act and deed.

My commission expires 4/1/86


Sam Sherman
Notary



EXHIBIT A

Being all that property known as Lots 9 and 10, Block 24, and Lots 18 through 28, inclusive, Block 5, as shown on the Plat of Correction for Williamsburg Village recorded on April 1, 1982 in the Land Records of Montgomery County, Maryland in Plat Book 117, Plat No. 13832.

PARCEL IDENTIFIER RIDER - MONTGOMERY COUNTY ONLY

Supplementary Declaration of Covenants, Conditions

Attached to and made a part of a certain and Restrictions for Olney Crossing Homeowners Association, Inc. dated the 23 day of May, 19 83, from Berger/Berman Builders, Inc. as Party of the First Part to Olney Crossing Homeowners Association as Party of the Second Part

Pursuant to the provisions of Section 3-501 of Subtitle 5, Real Property Article, Annotated Code of Maryland (1974 Repl. Vol. and 1980 Supp.), the following additional information is declared by the parties hereto to be contained within this instrument:

(a) the address of the party of the first part (whether one or more):

Berger/Berman Builders, Inc.

6101 Montrose Road

Rockville, Maryland 20852

(b) the address of the party of the second part (whether one or more):

Bonifant Woods Homeowners Association, Inc.

6101 Montrose Road

Rockville, Maryland 20852

(c) the name of any title insurer insuring this instrument or otherwise involved in the transaction in which this instrument is relevant:

None

(d) the street address of the land and premises described in this instrument, if any:

Not applicable

(e) the parcel identifier:

<u>LOT/BLOCK</u>	<u>ADDRESS</u>	<u>PARCEL IDENTIFICATION</u>
9/24	17400 Monitor Drive	8-4-2180727
10/24	3700 Monitor Drive	8-4-2180738
18/5	3701 Monitor Drive	8-4-2180408
19/5	17416 Monitor Drive	8-4-2180410
20/5	17420 Monitor Drive	8-4-2180421
21/5	17424 Monitor Drive	8-4-2180432
22/5	17428 Monitor Drive	8-4-2180443
23/5	17429 Monitor Drive	8-4-2180454
24/5	17425 Monitor Drive	8-4-2180465
25/5	17421 Monitor Drive	8-4-2180476
26/5	17417 Monitor Drive	8-4-2180487
27/5	17413 Monitor Drive	8-4-2180498
28/5	17409 Monitor Drive	8-4-2180501

092883ELS

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OLNEY CROSSING HOMEOWNERS ASSOCIATION

THIS SUPPLEMENTARY DECLARATION, made on the date hereinafter set forth, by THE LEADERSHIP CORPORATION, a Maryland corporation (formerly known as Berger/Berman Builders, Inc.) (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant has 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 6009, at Folio 554, among the Land Records of Montgomery County, Maryland;

WHEREAS, Declarant desires 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 XI of the Declaration.

NOW, THEREFORE, Declarant hereby declares 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 4 day of October, 1983.

ATTEST:

THE LEADERSHIP CORPORATION,
a Maryland corporation



[Signature]
(Assistant) Secretary
KAREY A. GOLOSTEIN

[CORPORATE SEAL]

By: *[Signature]*
Robert Woodbridge (Vice) President

RECORDED
MONTGOMERY COUNTY, MD
1983 OCT 14 11 00 AM

<u>Lot</u>	<u>Block</u>	<u>Address</u>	<u>Parcel Identification No.</u>
1	24	17402 Blossom View Drive	8-04-2180157
2	24	17400 Blossom View Drive	8-04-2180168
3	24	17404 Blossom View Drive	8-04-2180170
4	24	17408 Blossom View Drive	8-04-2180181
5	24	17412 Blossom View Drive	8-04-2180192
6	24	17409 Blossom View Drive	8-04-2180204
7	24	17405 Blossom View Drive	8-04-2180215
8	24	17401 Blossom View Drive	8-04-2180226
1	25	17338 Blossom View Drive	8-04-2180237
2	25	17336 Blossom View Drive	8-04-2180248
3	25	17340 Blossom View Drive	8-04-2180250
1	26	17312 Monitor Drive	8-04-2180261
2	26	17308 Monitor Drive	8-04-2180272
3	26	#1 Monitor Court	8-04-2180283
4	26	#5 Monitor Court	8-04-2180294
5	26	#7 Monitor Court	8-04-2180306
6	26	17333 Blossom View Drive	8-04-2180317
7	26	17329 Blossom View Drive	8-04-2180328
8	26	#9 Monitor Court	8-04-2180330
9	26	#10 Monitor Court	8-04-2180341
10	26	#6 Monitor Court	8-04-2180352
11	26	#2 Monitor Court	8-04-2180363
1	27	17301 Monitor Drive	8-04-2179843
2	27	17305 Monitor Drive	8-04-2179854
3	27	17309 Monitor Drive	8-04-2179865
4	27	17313 Monitor Drive	8-04-2179876
5	27	17317 Monitor Drive	8-04-2179887