

LF 16493.402

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GLENBROOK VILLAGE HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made on this 28 day of October, 1998, by Glenbrook L.L.C., a Maryland limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property located in Montgomery County, Maryland which is described in Article I of this Declaration (the "Property")

WHEREAS, Declarant desires to develop the Property as a residential community with permanent common areas and community facilities for the benefit of the owners of Lots in the community; and

WHEREAS, the Declarant desires to provide for the preservation of property values and amenities in the community and for the maintenance of common areas and community facilities;

WHEREAS, Declarants hereby subjects the Property to the Covenants, Conditions, Restrictions, Charges, Liens, and Easements set forth in this Declaration, each and all of which are for the benefit of the Property and all subsequent owners and residents of the community to be established on the Property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the property values and amenities to be constructed in the community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas; administering and enforcing the conditions, covenants, restrictions, easements, liens, and charges; establishing rules and regulations for the benefit of Lot owners in the community, and for disbursing the charges and assessments provided for in this Declaration; and

WHEREAS, Declarant has formed Glenbrook Village Homeowners Association, Inc. (the "Association"), as a nonprofit corporation, without capital stock, under the Laws of the State of Maryland, for the purposes of carrying out the powers and duties created in this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens ("covenants and restrictions") set forth in this Declaration, all of which are declared and agreed to be in aid of a plan for the improvement of the Property, and all of which shall be deemed to run with and bind the land, and to inure to the benefit of, and be enforceable by, the Declarant, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements, including, without limitation, any person, group

RECORDING FEE 75.00
TOTAL 77.00
Rec'd MDR Rec'd \$ 57.00
MAR 1999 REC'D \$ 62.00
NOV 27 1998 2.00

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of persons, corporation, trust, or other legal entity, who or which holds such interest solely as security for the performance of an obligation.

ARTICLE I
DEFINITIONS

Section 1. Definitions. The following words, when used in this Declaration, shall have the following meanings:

A. "Association" shall mean and refer to Glenbrook Village Homeowners Association, Inc., and its successors and assigns.

B. "Common Areas" and "Community Facilities" shall mean and those portions of the Property owned or leased by the Association, or otherwise available to the Association, for the benefit, use and enjoyment of its Members.

C. "Completed Dwelling Unit" shall mean and refer to any building, or portion of a building, situated upon the Property, designed and intended for use and occupancy as a residence by a single person or family, for which a use and occupancy permit has been issued by the Montgomery County Department of Permitting Services.

D. "Declarant" shall mean and refer to Glenbrook L.L.C., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors and assigns.

E. "Developer" shall mean and refer to Declarant or any transferee of Declarant of one or more undeveloped Lots on the Property for the purpose of completing improvements necessary to obtain use and occupancy permits for any dwelling units constructed on any Lot or Lots in the community.

F. "Lot" shall mean and refer to any Lot shown on the Plat on which a dwelling unit is or will be located.

G. "Member" shall mean and refer to every person, group of persons, corporation, trust or other legal entity who or which holds any Class of Membership in the Association.

Whenever in this Declaration any action is required to be taken by a specified percentage of "each Class of the then Members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding Class A Members of the Association and by the specified percentage of the then outstanding Class B Members of the Association. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then Members" of the Association, then such action shall be

required to be taken by the specified percentage of the then outstanding cumulative Membership of the Association.

H. "Mortgagee", shall mean and refer to 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. The term "Mortgage", shall include Deed of Trust, and the term "First Mortgage", shall mean a Mortgage with priority over any other Mortgages. "Mortgagee" shall mean any Mortgagee and shall not be limited to Institutional Mortgagees. The term "Institutional Mortgagees" 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"), 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 terms "Holder" and "Mortgagee" shall include any beneficiaries of any Deed of Trust, or any parties secured by any Deed of Trust.

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

I. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated on the Property, including contract sellers, but excluding those having an interest in any portion of the Property solely as security for the performance of an obligation.

J. "Property" shall mean the real property as described on Exhibit A, attached and incorporated into this Declaration as if fully set forth.

ARTICLE II PROPERTY ENCUMBERED

Section 1. The Property. The Property is defined in Article I, above, and is more particularly shown on Exhibit A, attached and incorporated as if fully set forth in this Declaration. No additional land will be annexed into this Association.

Section 2. Annexation of the Common Area. The Common Area must ultimately include all of the real property and facilities depicted as such on any and all project plans, preliminary plans, and/or site plans ("Regulatory Plans") reviewed and approved by the Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission ("Planning Board"). Facilities include, as may be applicable, all recreational facilities, stormwater management facilities, private roads, and other required features that are

to be constructed on Common Areas, pursuant to the Regulatory Plans. Facilities are to be timely constructed in a good, workmanlike manner.

All Common Areas and completed facilities must be annexed within the Association by the Developer in accordance with the terms and conditions of the approved Regulatory Plans, as may be amended from time to time, and must otherwise be in accordance with the terms of any Regulatory Plan Enforcement Agreement, including a phasing schedule, as may be amended.

The Developer reserves the right to seek an amendment to a Regulatory Plan for the purpose of modifying the location or amount of real property comprising the Common Area and for the purpose of modifying the improvements to be constructed on the Common Area which amendment shall be reviewed by the Planning Board in accordance with applicable law. Such Amendment shall become effective only if approved by the Planning Board.

Section 3. Ownership and Maintenance of the Common Areas and Facilities. All Common Areas and facilities will be owned by the Association in accordance with Phasing Schedules established on the Approved Site Plan, as may be amended from time to time. All Lot Owners have the right to access and make reasonable use of the Common Areas and facilities both before and after the Common Areas and facilities are conveyed to the Association (except for visitor parking spaces which shall be owned and maintained by the Association but reserved for visitor usage).

The Association is required to maintain all Common Areas and Facilities and to expend funds in this regard (including payment of property taxes). The costs of owning and maintaining the Common Areas will be apportioned among all Lot Owners in a fair and equitable manner.

Developer will provide the Association with a manual that describes in a clear and understandable manner how any "complex" facilities located on the Property (i.e., any required permanent stormwater management facilities or large recreational facilities) function and how to inspect and perform routine maintenance.

Developer will also provide the Association with a schedule indicating when each facility will likely require major repairs, renovations or replacements and an estimate of the anticipated repair, renovation and replacement costs (this will help calculating long term reserve requirements). The Association is obligated to collect and expend reserve suitable funds to pay for major repairs, renovations, and replacements of facilities.

The Common Area will be available for the type of active and passive recreational and open space uses contemplated in the Planning Board's regulatory approvals and the Association will monitor compliance with the requirements of any conservation easements and other restrictions imposed on the Lots and/or Common Area by the Planning Board and will periodically remind Lot Owners of these restrictions. The Association has the right to grant easements or rights-of-way over or convey portions of the Common Areas with the limitations imposed by the law of the State of Maryland to public agencies to serve necessary public

purposes. There are no restrictions in this Declaration which preclude a Lot Owner from undertaking such a conveyance of a portion of his/her Lot.

ARTICLE III
MEMBERSHIP

Section 1. Membership. The Association shall have two (2) Classes of voting Membership, which shall be known as "Class A" and "Class B":

A. **Class A Membership.** Every person, group of persons, corporation, partnership, trust or other legal entity other than the Declarant, who or which is a record Owner of a fee interest in any Lot which is part of the Property, or which otherwise becomes subject to the covenants set forth in the Declaration and to assessment by the Association, shall be a Class A Member of the Association, provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who or which holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. Each Member shall be entitled to one (1) vote for each Lot in which that Member holds the interest required for Class A Membership.

B. **Class B Membership.** The Class B Member shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who or which shall obtain any Class B Membership by specific assignment from the Declarant. The Class B Member or Members shall have one (1) Class B Membership for each Lot in which such Member holds the interest otherwise required for Class A Membership. Each Class B Member shall be entitled to three (3) votes for each Lot in which such Member holds the interest otherwise required for Class A Membership. Each Class B Membership shall lapse and become a nullity on the first to happen of the following events:

(1) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership;

(2) five (5) years from the date of recordation of the Declaration; provided, however, that if the Developer is delayed in the improvement and development of the Property for any cause or event beyond the Declarant's control, the five (5) year period shall be extended by a period of time equal to the length of the delays or two (2) years, whichever is less.

Upon the lapse or surrender of all of the Class B Memberships as provided for in this Article, the Declarant shall remain a Class A Member of the Association as to each and every Lot in which the Declarant then holds the interest required for Class A Membership.

The Members of the Association shall have no redemptive rights to acquire any Memberships of this Association that may, at any time, be issued by the Association, except as specifically provided in this Article.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Member's Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and Community Facilities, and such easement shall be appurtenant to, and shall pass with, the fee title to every Lot, subject to the following:

A. The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Areas and Community Facilities in a manner designed to promote the enjoyment and welfare of the Members, and, with the consent of two-thirds (2/3) of each Class of the then Members of the Association, voting separately, to mortgage any of the Common Areas and Community Facilities; and

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

C. The right of the Association to adopt reasonable rules respecting use of the Common Areas and Community Facilities to reasonably limit the number of guests of Members and their use of any Facilities which are developed upon the Property; and

D. The right of the Association to levy reasonable admission and other fees for the use of any recreational facility situated on the Common Areas by the Association Members and their guests; and

E. The right of the Association to suspend any Member's voting rights and the rights to use the Common Areas and Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of any of the published Rules and Regulations of the Association; and

F. The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members; provided, however, that no such dedication, transfer or determination as to the purposes or as to the conditions of dedication or transfer shall be effective unless two-thirds (2/3) of each Class of the then Members of the Association consent to such dedication and transfer for the purposes and under the conditions requested; and provided, further, that any such dedication or transfer shall also be subject to the limitations provided for in Article XII of this Declaration; and

G. The right of the Association, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, cable television franchisee, the Declarant, the Developer, or any other person; provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas and Community Facilities.

H. The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right is hereby reserved by Declarant; provided, however, that such use shall not be for a period of more than five (5) years after the conveyance of the Common Area to the Association, or the sale by the Developer of all residential Lots on the Property, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict the Members in their use and enjoyment of the Common Area or facilities.

I. The right of the Declarant, within the five (5) year period following the recordation of this Declaration, to construct on the Common Area any and all stormwater management or recreational facilities required by the Planning Board for the Lots.

Section 2. Member's Ingress and Egress Easement. Notwithstanding any statement contained in Section 1 of this Article IV, if ingress or egress to any Lot is over the Common Area, any conveyance or encumbrance of any such Common Area shall be subject to an easement for ingress and egress benefitting such Lot Owner.

Section 3. Delegation of Rights of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Areas and Community Facilities to the members of his family who reside permanently with him, and to his tenants, contract purchasers and guests, all subject to such reasonable Rules and Regulations which the Association may adopt and uniformly apply and enforce.

ARTICLE V **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article 5. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot (including improvements on the Lot), and shall be a continuing lien upon the property against which each such assessment is made, provided the requirements of the

Maryland Contract Lien Act, if applicable, have been fulfilled. Each such assessment, together with interest, late charges, and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who was or were the record Owner(s) of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by such successors.

Section 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 and maintenance of the Common Area and the payment of real estate taxes, assessments and utility services for the Common Area, and management fees, administration expenses, insurance and all other costs and expenses incurred by the Association in the proper conduct of its activities, including, without limitation, reserves for replacements or contingencies, charges accruing under any cross-easement or reciprocal easement agreements, or charges accruing with respect to off-site facilities required to be maintained by the Association or which the Association elects to maintain whether or not such facilities are located within the Property.

Section 3. Initial Maximum Annual Assessment. The initial maximum annual assessment for Class A Lots shall be One Hundred Twenty-Seven Dollars (\$1,524.00) per Lot. The Declarant shall not pay assessments for any Lots owned by Declarant, but shall pay for operating deficits of the Association as provided below.

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 operating deficits incurred by the Association during the Deficit Period (as such term is defined below) 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. However, at such time as the Declarant has paid what would equal one hundred percent (100%) of the assessments for any of its Lots, then the Declarant shall have no further obligation to fund operating deficits of the Association. As used in this Declaration, the term "Deficit Period" shall mean that period of time commencing on the date of recordation of this Declaration and ending on the earlier of (i) the date on which the Class B membership lapses and becomes a nullity in accordance with the provisions of this Declaration; or (ii) the date upon which the Declarant, in writing and recorded among the Land Records of Montgomery County, Maryland, declares that it (from the date specified in such recorded writing) waives its right to not pay any assessments on Lots owned by the Declarant in accordance with Article V, Section 2 of this Declaration. The Declarant may make such Declaration with respect to less than all of the Lots owned, to be owned, or to be brought within the jurisdiction of the Association in which event the Deficit Period shall terminate only with respect to those Lots specifically described.

On January 1 of the year immediately following the first conveyance of a Lot to an Owner (other than the Declarant), and on January 1 of each subsequent year, the maximum annual assessment for that year may be increased, without a vote of the Class A membership, by an amount equal to (i) ten percent (10%) of the maximum annual assessment for the immediately preceding year, plus (ii) the amount by which any ad valorem real estate taxes and insurance premiums or insurance deductibles or sewer and water charges related to the Common Area or any improvements or common facilities located on the Common Area, which are payable by the Association have increased over amounts payable for the same or similar items for the previous year, plus (iii) the amount by which the Association has incurred or anticipates incurring increased operating expenses by reason of the completion, annexation or addition of facilities within any of the Common Areas, plus (iv) the amount by which the Association has incurred or anticipates incurring additional obligations or responsibilities in performing its duties and responsibilities in accordance with this Declaration, plus (v) any amount required to meet any deficit the Association may have incurred the prior fiscal year (not including any deficit incurred during the Deficit Period as defined above), plus (vi) the amount incurred or anticipated to be incurred by the Association for the Insurance Trustee (defined below), if any.

At any time after January 1 of the year immediately following the first conveyance of a Lot to an Owner (other than the Declarant) , and as often as is necessary or desirable, the maximum annual assessment may be increased more than ten percent (10%) above the amount permitted in the preceding paragraphs only by a vote of the Members, including Class A and Class B memberships, who are voting, in person or by proxy, at a meeting duly called for this purpose.

If the Board of Directors determines that the functions of the Association may be properly funded by an annual assessment less than the initial maximum annual assessment to be determined as set forth above, or less than the maximum annual assessment subsequently increased pursuant to this Article V, Section 3, then the Board of Directors may levy such lesser assessment as it deems appropriate. The levy of an annual assessment less than the maximum annual assessment for any year shall not affect the right of the Board of Directors to levy an annual assessment equal to the full amount of the maximum annual assessment for that year or any subsequent years.

The Board of Directors shall make a reasonable effort to prepare a budget at least sixty (60) days before the beginning of the fiscal year. The budget shall include the estimated costs of operating the Association during the coming year and shall also include an amount sufficient to establish and maintain an operating contingency fund and a reserve fund in accordance with a reserve fund budget separately prepared by the Board of Directors pursuant to Article V, Section 10. The Board of Directors shall cause a copy of the proposed budget, and the amount of the assessments to be levied against each Lot for the following year, to be delivered to each Owner at least thirty (30) days prior to the meeting at which the Board of Directors will consider adoption of the budget. The Board shall provide a copy of the adopted budget and the amount of the assessments to be levied against the Lots to each Owner at least thirty (30) days prior to the commencement date of the new assessment. The budget and the assessments shall become effective unless a special meeting of the Association is duly held and at such special meeting the

budget and the assessments are disapproved by a vote of at least a majority of both classes of the total Association membership.

The budget shall be based on estimated expenses for the operation of the Association and, if available, the actual expenses for the previous fiscal year adjusted for (i) inflation, (ii) any surplus and (iii) projected expenses. The proposed budget may be submitted by the Board of Directors for review for adequacy by an independent certified public accountant prior to approval.

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

The Declarant may establish a working capital fund for the initial operation of the Association. Such working capital fund may be funded by a one-time assessment of two (2) times the monthly assessment for a Lot and shall be payable, if established, by the Declarant's grantee upon the earlier of settlement or occupancy of a completed dwelling located on any Lot.

Upon resolution of the Board of Directors, installments of annual general assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis. Any Class A member may prepay one or more installments of any annual general assessment levied by the Association, without premium or penalty.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment or special assessments applicable to that year for such purposes as the Board of Directors may deem appropriate; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members, including Class A and Class B memberships, who are voting in person or by proxy at a meeting duly called for this purpose. The Association may also levy a special assessment against any Owner to reimburse the Association for costs incurred in bringing any owner and his/her Lot into compliance with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the Rules of the Association. Such a special assessment may be levied upon the vote of the Board of Directors after notice to the Owner and an opportunity for a hearing before the Board of Directors. Notwithstanding the foregoing, the Board of Directors shall levy, upon resolution of the Board without the approval or consent of any members of the Association, special assessments in any fiscal year to meet unforeseen expenditures or any budget deficit (except the Declarant shall pay certain deficits during the Deficit Period as provided in Section 3, above).

Section 5. Notice and Quorum. Written notice of any meeting called for the purpose of increasing the maximum annual assessment above the amount specified in Section 3 of this Article or for the purpose of establishing a special assessment in accordance with Section 4, above, shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days

in advance of such 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 the membership of the Association (Class A and Class B) 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 this Declaration, 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 or upon such other basis determined by the Board of Directors. In the event the actions or activities of any Owner causes or results in increased expenses for the Association, the Board of Directors may assess such increase in expenses against such owner and his Lot or Lots. Such assessment shall be a lien against the Owner's Lot or Lots and is collectible pursuant to the procedures set forth in this Declaration.

Section 7. Date of Commencement of Annual Assessments Due Dates. Unless an earlier commencement date is established by the Board of Directors, the annual assessments provided for in this Declaration shall commence as to all Lots simultaneously 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 make reasonable efforts to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period in an amount sufficient to satisfy the budget adopted pursuant to this Declaration. Written notice of the annual assessment shall be sent to every Owner. 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 from the due date until paid at a rate equal to the maximum rate of interest permitted under the laws of the State of Maryland (or such lesser sum as VA and/or FHA may specify if any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is guaranteed by VA or insured by FHA). The Association may also charge a reasonable charge against any Owner (and/or such Owner's Lot) who is more than ten (10) days delinquent in the payment of any assessment. Additionally, the entire balance of the unpaid annual assessments for the remainder of the fiscal year may be accelerated at the option of the Board of Directors and be declared due, payable and collectible in the same manner as the delinquent portion of such annual assessment. The Association may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the Lot (and all improvements located on the Lot) provided the provisions of the Maryland Contract Lien Act, if applicable, are substantially fulfilled. No Owner may waive or otherwise escape liability for the assessments provided for

in this Declaration by non-use of the Common Area or abandonment of his Lot. The Owner shall also be obligated to pay all late charges, interest, attorneys' fees, court costs and administrative costs incurred in connection with the collection of assessments if not paid when due.

Section 9. Priority of Lien. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) . general and special assessments for ad valorem real estate taxes on the Lot; and
- (b) . the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessments provided for in this Declaration or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on account of any such assessments were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on such Lot and made in good faith and for value received and shall in no way affect the rights of the holder of any such deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments, and installments, which have become due and payable prior to a sale or transfer of the Lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the Lot and made in good faith and for value received who comes into possession of the Lot pursuant to foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any other purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid maintenance assessments levied against the Lot which accrue prior to the earlier of the time such holder comes into possession of the Lot or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid assessments resulting from a reallocation of such unpaid maintenance assessments among the Lots upon the Property. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the purchaser at any foreclosure sale from any liability for any maintenance assessments which become due from and after the date of the foreclosure sale, or from the lien created by this Declaration to secure the payment of such assessments, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided in this Declaration.

No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured by a first mortgage) recorded prior to recordation of such

amendment unless the holder of the mortgage (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or in the indebtedness secured by mortgages).

Section 10. Reserve Fund Budget and Operating Contingency Fund. Commencing with the initial Board of Directors, the Association shall annually establish a Reserve Fund budget which shall take into account the number and nature of the replaceable assets of the Association, the expected life of each asset, and the expected repair or replacement cost of each asset. The Board of Directors shall set the required reserve fund contribution, if any, in an amount sufficient to meet the projected reserve needs of the Association, as shown on the reserve fund budget, with respect both to amount and timing by the imposition of annual assessments over the period of the budget. The Reserve Fund contribution shall be fixed by the Board of Directors and included within the budget and assessment, as provided in Article V, Section 3. Such Reserve Fund contribution shall be payable as part of the general assessment.

A copy of the reserve fund budget shall be distributed to each Owner in the same manner as the operating budget. In addition to reserves, the budget for each fiscal year shall include an allowance for an operating contingency fund equal to at least ten percent (10%) of the total estimated common expenses for such fiscal year.

ARTICLE VI **ARCHITECTURAL CONTROL - USE RESTRICTIONS**

Section 1. Architectural and Environmental Review Committee.

Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any Lot or to the Common Areas accomplished by the Declarant concurrently with construction and development, and except for purposes of proper maintenance and repair, no building, deck, fence, wall, equipment, play equipment, or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration be made to any building, fence, wall or other improvements or structures on any Lot or on the Common Area until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Review Committee) shall have been submitted to, and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Community by, the Board of Directors of the Association or by an Architectural and Environmental Review Committee appointed by the Board of Directors.

Subject to the same limitations as provided for above, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, fences, wall, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of the Common Areas, or to combine or otherwise join two (2) or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Board of Directors or the Architectural and Environmental Review Committee) shall have been submitted to, and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Community by, the Board of Directors or the Architectural and Environmental Review Committee appointed by the Board of Directors.

All of the responsibilities and duties delegated to the Architectural and Environmental Review Committee shall be carried out by the Board of Directors of the Association, unless and until the Board appoints such a Committee. References to the Architectural and Environmental Review Committee shall apply with equal force to the Board of Directors acting in the capacity of such a Committee.

Section 2. Architectural and Environmental Review Committee - Operation. The Board of Directors may appoint an Architectural and Environmental Review Committee. The Architectural and Environmental Review Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors. The affirmative vote of a majority of the Members of the Architectural and Environmental Review Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. The Committee may, from time to time, delegate its ministerial and policing functions to the Managing Agent. Declarant shall appoint the members of the Architectural and Environmental Review Committee until the time that all Lots have been conveyed by Declarant to Class A Members. Thereafter, Committee members shall be appointed by the Board of Directors as required by the Bylaws.

Section 3. Approvals, etc. Upon approval by the Architectural and Environmental Review Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Committee and a copy of such plans and specifications, bearing such approval in writing, shall be returned to the Applicant. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after the plans and specifications (and all other materials and information required by the Architectural and Environmental Review Committee) have been submitted to it in writing, then the Committee will be deemed to have been approved

the Application for addition, change or alteration. Design approval by the Architectural and Environmental Review Committee or by the Board shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed. Any 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. Any Owner who proceeds with a change or alteration without first having obtained the approval of the Committee or the Board of Directors may be required to be restore the affected Lot or Common Area to the original condition at the Owner's cost and expense, including any costs and fees incurred by the Association in enforcing the rights of the Association under this Covenant.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural and Environmental Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date on which they are approved by the Committee by affirmative action or by forbearance from action, and shall be substantially completed within twelve (12) months following the date of commencement, or within any other period specified by the Committee in its approval. In the event construction is not timely commenced, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent, in writing, of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the 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 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural and Environmental Review Committee in accordance with the provisions of this Article, the Architectural and Environmental Review Committee shall, at the request of the Applicant, 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 and Environmental Review Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 6. Rules and Regulations, Etc. The Architectural and Environmental Review Committee may, from time to time, promulgate such Rules and Regulations regarding the form and content of plans and specifications to be suitable for approval by the Committee, which shall be effective when adopted by a majority of the Board of Directors. The Board of Directors shall cause the Rules and Regulations of the Committee to be published, as well as any statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, setbacks, materials or other matters relative to architectural control and the protection of the environment 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 Architectural and Environmental Review Committee 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. The decisions of the Architectural and Environmental Review Committee shall be final, except that any Applicant who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision or action of the Architectural and Environmental Review Committee to the Board of Directors and, upon the request of the Applicant, shall be entitled to a hearing before the Board of Directors of the Association as provided below.

Section 7. Appeals. Any Applicant dissatisfied with a decision of the Architectural and Environmental Review Committee may, within fifteen (15) days after the rendering of such decision, make an appeal in writing stating their interest to the Board of Directors in the affected Lot, the Committee's action by which they claim to be aggrieved, and any errors they allege were made by the Committee in reaching their decision. Not less than fifteen (15), nor more than sixty (60), days after the noting of such appeal, the Board of Directors shall conduct a hearing on the appeal. Within fifteen (15) days of any appeal hearing, the Board of Directors may affirm, reverse, modify or remand the decision appealed. Two-thirds (2/3) of the Board of Directors shall be required to reverse a decision of the Architectural and Environmental Review Committee. The Board of Directors is hereby authorized and empowered to promulgate and publish reasonable rules of procedure for the conduct of such appeals and hearings. In the event that the Board of Directors itself acts in the capacity of the Architectural and Environmental Review Committee, no such right of appeal will lie.

Section 8. Prohibited Uses and Nuisances. Except for the activities of the Declarant during the construction or development of the Community, or except with the prior written approval of the Board of Directors of the Association or the Architectural and Environmental Review Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Areas:

A. No noxious or offensive trade or activity shall be carried on any Lot or in any dwelling, nor shall anything be done on any Lot or in any dwelling which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements.

B. The maintenance, keeping, boarding or raising of animals, livestock or poultry of any kind, regardless of number is prohibited on any Lot or in any dwelling, 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 of Directors or, upon Resolution of the Board of Directors, the Architectural and Environmental

Review Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from, time to time, be required by law. Pets shall not be permitted upon the Common Areas unless accompanied by a responsible person and unless they are carried or leashed. Each Member who walks a pet on the Common Area is required to clean up any and all solid waste deposited by their pet within that area. The Board of Directors shall have the right to adopt such additional Rules and Regulations regarding pets as it may, from time to time, consider necessary or appropriate.

C. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials or trash of any other kind shall be permitted on any Lot.

D. No junk vehicle, vehicle larger than a 3/4-ton truck and/or with more than two (2) axles and not to exceed four (4) wheels, house trailer, motor home, camper, vehicle with commercial lettering and signs (not including vehicles of a governmental agency), boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas and Community Facilities) shall be kept upon the Property (including streets, driveways, Lots and parking spaces) nor (except in bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on the Property.

E. Trash and garbage containers shall not be permitted to remain in public view, except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.

F. No Lot shall be divided or subdivided, and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose except as provided below. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this Subsection shall not apply to the Declarant and, further, the provisions of this Section 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.

G. 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 similar transmission line shall be installed or maintained on any Lot above the surface of the ground.

H. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

I. 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 written approval of the Association acting through the Architectural and Environmental Review Committee. The Architectural and Environmental Review Committee may, from time to time, promulgate such additional Rules and Regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate, which shall be effective when adopted by a majority of the Board of Directors.

J. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, shed or other buildings shall be erected, used or maintained on any Lot at any time, without the prior written consent of the Architectural and Environmental Review Committee.

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

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

M. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicle traffic on streets and roadways.

N. Outside television aerial or radio antenna, other aerial or antennae for either reception or transmission, shall be maintained upon the Property in an unobtrusive area, such as the rear of the property, (providing reception can be received). Satellite dishes, not to exceed 36 inches in diameter, shall be allowed and placed as above.

O. No Member shall make any private or exclusive or proprietary use of any of the Common Areas except with the specific approval of the Architectural and Environmental Control Committee and then only on a temporary basis, and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such

employee is employed by the Association, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

P. No all terrain vehicles ("ATVs"), off-road motorcycles or off-road motor vehicles of any kind shall be allowed on any of the Common Areas, with the exception that such vehicles may be parked on the townhouse parking lots.

Section 9. Residential Use. All dwellings shall be used for private residential purposes exclusively, 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. 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 for promotional or display purposes, or as "model homes", a sales office, or the like.

Section 10. Leasing. 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, 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 and a copy shall be filed with the Association's Board of Directors.

Section 11. Community Rules, Etc. There shall be no violation of any Rules for the use of the Common Areas and Community Facilities or Community Rules and Regulations not consistent with the provisions of this Declaration which may, from time to time, be adopted and published by the Board of Directors.

Section 12. Reconstruction After Fire or Other Casualty Loss. In the event any dwelling is partially or completely destroyed by fire or other casualty, and in the absence of a Resolution to the contrary by the Board of Directors, the Owner of such dwelling shall promptly restore or reconstruct such dwelling, at his own expense, in accordance with the original plans and specifications, or with such amended plans and specifications as may be approved in writing by the Board of Directors at the request of such Owner. The provisions of this Section shall not apply when prohibited by the first trust Holder, the Veterans Administration, FNMA, FHLMC or FHA, or when in conflict with any law, ordinance, municipal regulation or the like.

Section 13. Enforcement - Right to Remove or Correct Violations. In the event any violation or 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 provisions or requirements of this Article, then the violation or attempted violation shall be considered to have been undertaken in violation of this Article and without the approval of the Board of Directors or the Architectural and Environmental Review Committee as required in this Declaration, and, upon written notice from the Board of Directors or the Architectural and Environmental Review Committee, 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 (or such shorter period as may be required in any such notice) 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, then the Association shall have the right, through its agents and employees (but only after a Resolution of the Board of Directors or the Architectural and Environmental Review Committee) either to take such action as is provided in Article X, Section 4, of this Declaration and/or to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation, and any costs and attorneys' fees incurred by the Association may be assessed against the Owner and the Lot upon which such violation occurred, and when so assessed, a statement for the amount of the assessments shall be rendered to the Owner of the 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 of such Lot in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the farther right, through its agents, employees or Committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Declaration exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 14. Enforcement - Fines. In addition to the means for enforcement provided in this Declaration, the Association shall have the right to levy fines against an Owner or his guests, relatives, lessees or invitees in the manner set forth in this Declaration, and such fines shall be collectible as any other assessment such that the Association shall have a lien against the Lot of such Owner as provided in this Declaration, the Bylaws and the Articles of Incorporation, and such fine(s) shall also become the binding personal obligation of such Owner.

A. The Board of Directors, or a duly appointed Covenants Committee, shall be charged with determining where there is probable cause that any of the provisions of this Declaration, the Bylaws, Articles of Incorporation or the Rules and Regulations of the Association regarding the use of the dwelling units, Lots, Common Areas or other Association property are being, or have been, violated. In the event that the Board of Directors or the Covenants Committee determines an instance of such probable cause, it shall cause the Board of Directors to provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies or is visiting if such person is not the owner, of the specific nature of the

alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days after notice is sent. The notice shall also state that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Twenty-five Dollars (\$25.00) for each offense. The notice shall also state that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within five (5) days after it is sent, acknowledging, in writing, that the violation occurred as alleged and promising that the violation cease and will not recur. Acknowledgment of the violation, the promise to cease or abate the violation, and performance in accordance with the promise shall terminate the enforcement activity of the Association with regard to such violation. The Board of Directors, through the Covenants Committee or a duly appointed management agent may waive any fines accumulated where such immediate acknowledgement of violation and compliance is obtained.

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

C. Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgement and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations, and it may levy a fine for each violation in the amount provided in this Declaration.

D. A fine pursuant to this Section 14 shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is the Owner of that Lot, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in this Declaration. Nothing in this Section 14 shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting his Lot payment of the amount of any fine(s) assessed against that Lot.

E. Nothing in this Section 14 shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations, including, but not limited to, legal action for damages or injunctive relief.

ARTICLE VII MANAGEMENT

Section I. 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. 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 general assessment and any other assessments provided for in this Declaration, and to provide for the enforcement of liens for unpaid or overdue assessments in a manner consistent with law and the provisions of this Declaration; and

B. To designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas and Community Facilities; and

C. 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 Community Facilities; and

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

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

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 Fund, 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 member may claim nor shall any claim be allowed for diminution or abatement of assessments resulting from 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.

Section 4. Self-Management. If the standards and regulations of FNMA and/or FHLMC prohibit self-management by the Association, and FNMA and/or FHLMC holds an interest in a first Mortgage or Deed of Trust against any of the Lots, then no such self-management shall be undertaken by the Association without the prior written consent and approval of all of the Holders of the first Mortgages of record on the Lots.

Provided that if any Lot subject to this Declaration is subsequently 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 FHA and/or VA standards and regulations prohibit self-management of the Association, then no such self-management shall be undertaken by the Association without the prior written consent and approval of FHA or VA, as the circumstances may require.

ARTICLE VIII
EASEMENTS

Section 1. Reservation of Easement Rights by the Declarant.

A. The Declarant reserves to itself, its successors and assigns other than Class A Members, a non-exclusive easement and right of way in, through, over and across the Common Areas and Community Facilities for the purpose of the storage of building supplies and materials, and in, through, over and across the Common Areas, Community Facilities and Lots for the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction, the achievement of uniform grading on adjoining Lots, the furnishing of required warranty services and the provisions of utility services, whether public or private, to the Community and to other property adjacent to or in the vicinity of the Community. Any and all instruments of conveyancing made by the Declarant to the Association with respect to any of the Common Areas and Community Facilities and to each Member with respect to a Lot shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request, in writing, of the Declarant, the Association shall, from time to time, execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

B. The Declarant reserves the absolute right to grant easements and rights-of-way, both temporary and permanent, over the Common Areas and Community Facilities to any and all governmental or quasi-governmental authorities and to any and all public utilities, including, without limitation, Montgomery County, Maryland, The Maryland-National Capital Park & Planning Commission, the Washington Suburban Sanitary Commission, the Potomac Electric Power Company, the Washington Gas Light Company and the Chesapeake & Potomac Telephone Company of Maryland.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant, and shall, from time to time, grant as necessary such other licenses, easements and rights-of-way over the Common Areas and Community Facilities for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables, underground conduits, and such other purposes related to the provision of utility and cable television services, to the Community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Areas and Community Facilities and for the preservation of the value of the Property and the health, safety, convenience and welfare of the Owners of the Lots or the Declarant.

Section 3. Existing Utilities. The rights and duties with respect to previously installed 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 are or have been installed on any Property, the Owner of the affected Lot, or the Association shall have the right, and are granted an easement to the extent necessary to enter onto or have a utility company enter onto any portion of the Property in which said installation lies, 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 served by said installation to its full and reasonable use and enjoyment. Anyone exercising the right of easement shall be responsible at their sole cost and expense for restoring the surface of the easement area so used to its condition prior to such use, except that any structures or landscaping placed over any such easement shall not be replaced over the easement, but shall be replaced on the Property in a place.

C. In the event of a dispute between Owners with respect to the repair or rebuilding of the connections, or with respect to the sharing of the cost of repair or rebuilding the connections, the matter shall be submitted in writing to the Board of Directors who shall decide the dispute. The decision of the Board shall be final.

Section 4. Easement to Montgomery County, Maryland. The Declarant hereby grants to Montgomery County, Maryland, a municipal body corporate, its agents and contractors, a non-exclusive easement and right-of-way in, through, over and across the Common Areas and Community Facilities for all purposes reasonably associated with the inspection, operation, installation, construction, reconstruction, maintenance or repair of any stormwater management facilities constructed upon the Property; and in the event that, after reasonable notice to the Association by Montgomery County, Maryland, the Association shall fail to maintain any stormwater management facility constructed upon the Property in accordance with applicable law and regulations, then Montgomery County, Maryland, may do and perform all necessary repair and maintenance work and may assess the Association for the cost of work and any applicable penalties.

The Association shall indemnify and hold Montgomery County, Maryland harmless from any and all claims or damages to persons or Property arising in connection with the installation, construction, maintenance, repair, operation or use of any stormwater management facility constructed upon the Property.

Section 5. Parking and Sidewalk Easements. There is hereby established for the benefit of the Owners of the Lots a perpetual and non-exclusive easement and right of way for pedestrian and vehicular ingress, egress and regress, and for the parking of motor vehicle, in, through, over and across any and all private streets and roadways in, through, over and across the sidewalks and leadwalks constructed upon the Common Areas and Community Facilities or the Lots. Any grant of a Lot made by the Declarant shall be conclusively deemed to incorporate this easement and right of way, whether or not specifically set forth in such grant. At the request in writing of either the Declarant or the Association, the Owner of any Lot shall, from time to time, execute, acknowledge and deliver such other and further assurances of this easement and right of way as may be necessary.

Section 6. Easement for Original Construction. With respect to any step, patio, deck, downspout or yard drain, or other similar structure that may benefit any Lot and is constructed by the Declarant and which may encroach upon any portion of the Common Area, there is hereby reserved for the benefit of the Lot for which step, patio, deck, downspout, drain or other structure serves, a perpetual easement for the location, maintenance, repair and use of such structure or items within the Common Area, but only to the extent the Declarant's original construction encroaches on the Common Area. The Owner of the Lot benefiting from such easement agrees to maintain such structure or item and to indemnify and hold the Association harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.

ARTICLE IX **EXTERIOR MAINTENANCE**

Section 1. Duty to Maintain. 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 shall fail to maintain the Lot and the improvements situated thereon, as provided in this Declaration and in the Bylaws, the Board of Directors may appoint someone 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 V of this Declaration. 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 or act in lieu of foreclosure, shall extinguish any such lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments that become due or from the lien. No amendment to this

Section shall affect the rights of the Holder of any first mortgage on any Lot (or the indebtedness secured) recorded prior to recordation of such amendment unless the Holder of any first mortgage joins in the execution of the amendment.

Section 2. Easement for Exterior Maintenance. If any dwelling is situated on or near a Lot line such that proper exterior maintenance and repair of the dwelling cannot reasonably be accomplished exclusively on such Owner's Lot, then that Owner shall have an easement over that portion of the adjoining Lot as is reasonably necessary for such exterior maintenance and repair, including, but not limited to, painting, cleaning, washing and repairing windows.

ARTICLE X **JOINT DRIVEWAYS**

Section 1. Joint Driveways. Any driveway which is built or installed as part of the original construction upon the Property and which is situated on the dividing line between Lots or partly on one Lot and partly on another Lot or other Lots, shall constitute a joint use-in-common driveway for the equal and common use and benefit of the Owners of any Lots or other portions of the Property which it is reasonably designed to serve, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding joint driveways and of liability for property damage due to negligent or willful acts or omissions regarding the same shall apply.

Section 2. Repair and Maintenance. The cost of reasonable repair and maintenance of any joint driveway shall be shared in equal amounts by the Owners who make use of them.

Section 3. Damage or Destruction. In the event any joint driveway is destroyed or damaged, any Owner who has used the driveway may restore it, and if the other Owner makes use of it, the Owner shall contribute to the cost of restoration the driveway in equal proportion without prejudice, however, to the right of any Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Easement. There shall be a perpetual and non-exclusive easement in, through and over any joint driveway reserved to the Owners of any Lot or Lots upon which it has been built or installed or which the joint driveway has reasonably been designed to serve, and no person shall in any way interfere with the free and unobstructed use of the easement by said Owners.

Section 5. Right to Contribute 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.

ARTICLE XI
AGREEMENT WITH EAST BETHESDA CITIZENS ASSOCIATION

Section 1. Landscaping. The Association shall maintain in good condition and replace as necessary the plantings approved on the Landscape Plan approved by the Montgomery County Planning Board of the Maryland-National Capital Park & Planning Commission as part of Approved Site Plan 8-96018 affecting the Property.

Section 2. Eastern Boundary Fence. The Association shall maintain in good condition and repair and replace as needed the boundary fence between the Property and the residential lots to the east of the Property (the "Eastern Boundary Fence"). The Association shall repair or replace any portion of the Eastern Boundary Fence as necessary and to the extent that it is possible to do so within thirty (30) days of any damage or destruction to the Eastern Boundary Fence or any part of it. The Association may charge any Member who causes damage or destroys the Eastern Boundary Fence or whose guest or invitee causes damage or who destroys the Eastern Boundary Fence with the costs of repair. Any such charge will remain the personal obligation of the Member and shall constitute a lien on the Lot subject to collection as provided in Article V of this Declaration. This Section does not in any way limit the Association's right to contribution, indemnification, or payment to replace or repair any portion of the Eastern Boundary Fence for damages caused by any non-Member.

Section 3. Wooden Screening Wall. Developer or the Owner of the lots designated as Building A, Unit 1; Building C, Unit 14; and Building D, Unit 15 on Approved Site Plan 96018, shall construct a wooden screening wall of a minimum of six (6) feet in height along the eastern side of the buildings if and only to the extent that the Developer or Owner constructs a deck on any of the three designated lots. The Owners of the designated lots will maintain any screening wall in good condition or repair, and replace the screening wall when needed.

Section 4. Height Limitations. The maximum height of buildings to be located on the lots designated Building A, Unit 1; Building C, Unit 14; and Building D, Unit 15 on Site Plan 96018 will be 38' 3/4". The maximum height of all other buildings on the Property shall be 40' 3/4".

Section 5. Materials. Notwithstanding any omission in this Declaration or the Bylaws to the contrary, the front and sides of each townhouse unit constructed on the Property shall be of brick. The rear of each unit shall be of varying but good quality materials.

Section 6. Parking. Owners and residents may not park in any spaces designated for guests or visitors. All recreational vehicles, including boats, trailers, and over-sized vehicles must be parked only at off-site commercial facilities. This Section will be promptly enforced against any violator. All visitor parking spaces shall be maintained by the Association.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Amendment. Subject to the other limitations set forth in this Declaration, prior to the lapse of all of the Class B Memberships in the Association, as provided in Article III, this Declaration may be amended only with the consent of two-thirds (2/3) of the Class A Members of the Association, if any, and by the Declarant. An instrument reflecting such an amendment shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Subject to the other limitations set forth in this Declaration, following the lapse of all of the Class B Memberships in the Association, as provided in Article III, this Declaration may be amended only with the consent of a two-thirds (2/3) of the Class A Members of the Association. Any duly adopted amendment shall be recorded among the Land Records for Montgomery County, Maryland. Any amendment to this Declaration shall become effective on the date the amendment is recorded, unless otherwise specified in the amendment.

Section 2. Amendments by Declarant. This Declaration may be amended by the Declarant without a vote of Members, provided such amendment is accomplished solely for the purpose of causing this Declaration to conform to the requirements of VA, FHA, FNMA or FHLMC, and does not adversely affect the Property rights of any Member.

Section 3. Duration. Unless amended in accordance with the provisions of Sections 1 and 2 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are created, the Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which date the said covenants shall be automatically extended for successive periods of ten (10) years each, unless abandoned or terminated as provided in Section 8 of this Article XII.

Section 4. Construction and Enforcement. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Community. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating, or attempting to violate, any Covenants or Restrictions, either to restrain or enjoin such violation, to remove such violation or to cover damages, or all of the foregoing, and against any Lot to enforce the lien created by this Declaration, all at the cost of the Owner in violation; and the failure or forbearance by the Association or the Owner of any Lot to enforce any Covenant or Restriction in this Declaration shall not be deemed a waiver of their right to enforce the Declaration afterward.

The provisions of the Declaration may be enforced, without limitation, by the Association, by any Owner or any mortgagee of any Lot, and by any other person, firm,

corporation or other legal entity who or which has any right to the use of any of the Common Areas and Community Facilities owned by the Association.

There is hereby created and declared to be a conclusive presumption that any violation, breach or attempted violation or breach of any of the within Covenants or Restrictions cannot be adequately remedied by action at law or exclusively by the recovery of damages.

Section 5. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers, or any part of them, of the Declarant may be assigned and transferred (exclusively or non-exclusively) by the Declarant, with or without notice to the Association.

Section 6. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any Deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 7. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by first class mail, postage pre-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of the mailing. It shall be the obligation of every Owner to promptly inform the Association in writing of any and all changes in address.

Section 8. No Dedication to Public Use. Nothing herein contained in this Declaration shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Community Facility by any public or municipal agency, authority or utility, and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas or Community Facilities.

Section 9. Severability. Invalidation of any one of these Covenants or Restrictions by judgment, decree or order shall in no way affect any other provisions of this Declaration, each of which shall remain in full force and effect.

Section 10. Consents. 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 two-thirds (2/3) of the first Mortgages of record on the Lots:

A. 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 and cable television, 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

- B. Abandon or terminate this Declaration; or
- C. Modify the method of determining and collecting Common Expense assessments or other assessments as provided for in this Declaration; or
- D. Resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the Common Areas and Community Facilities; or
- E. Modify or amend any material or substantive provision of this Declaration or the Bylaws of the Association; or
- F. Fail to maintain fire or extended coverage on insurable Common Areas and Community Facilities on a current replacement cost basis in an amount not less than one hundred percent (100%) of their insurable value (based on current replacement cost).

Section 11. Rights of The Maryland-National Capital Park & Planning Commission.

Any other provision of this Declaration, 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 in the Community Constitution (Declaration, Bylaws and Articles of Incorporation); or
- B. Abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Community Property; provided, however, that the granting of rights of way, easements and the like for public utilities and for other purposes consistent with the use of the Common Area by the Owners shall not be considered a transfer within the meaning of this Section; or
- C. Abandon or terminate the Declaration or other formation documents; or
- D. Modify or amend any material or substantive provision of this Declaration or formation documents; 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 administrative, legal or equitable relief necessary to enforce the rights and powers granted to the Commission.

Section 12. Consent of Veterans Administration. Provided that any Lot in the project is then encumbered by a Deed of Trust or Mortgage which is 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 and approval of the Veterans Administration:

- A. 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 and cable television 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
- B. Abandon or terminate this Declaration; or
- C. Modify or amend any material or substantive provision of this Declaration or the Bylaws of the Association.

Section 13. Additional Rights of Mortgagees - Notice. If requested to do so in writing, and if provided with the Holder's name and address and the property address in which the Holder has an interest, the Association shall notify the Holder of the first Mortgage on any Lot for which any assessment levied pursuant to this Declaration and any Supplementary Declaration becomes delinquent for a period in excess of thirty (30) days, and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation under this Declaration for a period in excess of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established by Article V of this Declaration.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after such written notice to the Holder of the first Mortgage on the Lot which is the subject matter of such suit or proceeding has been given.

Any institutional first Mortgagee of any Lot upon the Property 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 institutional 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 14. 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 Holders of all first Mortgages of record on the Lots. No provision of this Declaration 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.

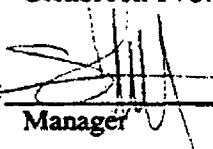
Section 15. Condemnation or Eminent Domain. In the event any part of the Common Areas and Community Facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the Holders of all first Mortgages of record on the Lots. No provision of this Declaration 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 16. Taxes and Assessments. It is the intent of this Declaration that to the extent that the interests of each Owner to use and enjoy the Common Area is an interest in real property appurtenant to each Lot, the value of the interest of each Owner in such Common Area shall be included in the assessment for each such Lot and, as a result, any assessment directly against such Common Area should be of a nominal nature reflecting that the full value of the assessment should be included in the several assessments of the various Lots.

Section 17. Captions and Gender. The captions contained in this Declaration are for convenience only, 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 Declarant has caused this Declaration to be executed on its behalf by its undersigned Manager, such Manager being thereunto duly authorized and empowered to execute this Declaration on behalf of Declarant.

Glenbrook P.C.I., L.L.C.

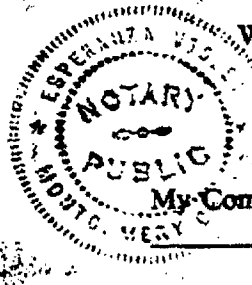
BY:  _____ (SEAL)
Manager

LF 16493.434

STATE OF MARYLAND, COUNTY OF MONTGOMERY: to wit:

I HEREBY CERTIFY, that on this 28 day of October, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Stephen S. Patten, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Declaration of Covenants, Conditions and Restrictions, and acknowledged that (s)he executed the same, for the purposes therein contained, as his (her) free act (and deed).

WITNESS my hand and Notarial Seal.



Esperanza Violeta
NOTARY PUBLIC

ESPERANZA VIOLETA
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 23, 2001

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EXHIBIT "A"

Lots numbered Eighteen (18), Nineteen (19), Twenty (20), and Twenty-one (21) in Block numbered One (1); and

Lots numbered Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), and Thirty-eight (38) in Block numbered Three (3); and

Lots numbered Two (2), Three (3), Four (4), and Thirteen (13) in Block numbered Five (5); and

Lot numbered One (1) in Block numbered Five (5), SAVING AND EXCEPTING that portion conveyed to Montgomery County, Maryland by Deed recorded in Liber 12352, folio 789, and per Montgomery County, Maryland Right-of-Way Plat No. 292;

all in the subdivision known as "GLENBROOK VILLAGE" as per plat thereof recorded in Plat Book 19, Plat No. 1215 among the Land Records of Montgomery County, Maryland.

ID # 7-28-499615
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