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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION dated March 2, 1989, by Woodbridge Construction Corp. (the "Company"), and Farmers First Bank (the "Bank" and the "Mortgagee").

RECITALS

A. The Company owns an eighty nine (89) acre track of land more or less located in Anne Arundel County, Maryland. The tract consists of three hundred eighty five (385) lots of the land shown on the subdivision plats entitled "The Provinces," sections 8,9,10 and 11 recorded among the Land Records of Anne Arundel County, Maryland in the following Plat Book and Page Numbers: Section 8 PB 117 PG 23-26, Section 9 PB 117 PG 27-30, Section 10 PB 117 PG 31, Section 11 PB 127 PG 9 (the "Property").

B. The Company and Builders desire to subject the Property, and the lots located therein (the "Lots"), to the Covenants, Conditions and Restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Common Areas located within the Property, and any improvements constructed thereon.

C. The Mortgagees are the mortgagees of a Mortgage (the "Mortgage") on the Property from the Company dated August 31, 1988, which is recorded among the Land Records of Anne Arundel County at Liber 4682, folio 786. The Bank as Mortgagee is joining in this Declaration for the purpose of subordinating the Mortgage to the legal operation and effect of this Declaration.

D. The Company, the Bank as Mortgagee hereby declare that the Property shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below.

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ARTICLE I

DEFINITIONS

(a) "Association" means The Provinces Community Association, Inc.

(b) "Common Area" means those areas of land, designated on the recorded subdivision plats of the Property as "open space", intended to be owned by the Association and devoted to the common use and enjoyment of the owners of the Lots.

(c) "Company" means Woodbridge Construction Corp. and any successor or assign thereof to whom Woodbridge Construction Corp. shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, and to whom Woodbridge Construction Corp. shall expressly transfer, and assign all of its rights, title and interest under this Declaration, or any amendment or modification thereof.

(d) "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Owner", shall not mean any contract purchaser, or the owner of any redeemable ground rent reversion issuing out of any Lot, nor shall it include any mortgage or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

(e) "Property" means all of the land shown on the "Plat of The Provinces" more particularly referred to in paragraph A of the Recitals to this Declaration and such additional land as may be subjected to this Declaration under the provisions of Article II below.

(f) "Builders" shall mean any builder purchasing more than one lot from the Owner including The Ryland Group, Inc., and their successors and assigns.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

SECTION 1

The specified portion of the land shown on the Plat referred to in paragraph A of the Recitals to this Declaration (the "Existing Property") shall be transferred, held, sold, conveyed, and occupied subject to this Declaration.

SECTION 2

Additional lands may be subjected to this Declaration in the following manner:

(a) The Company, its successors and assigns, shall have the right for ten (10) years from the date of this Declaration to bring within the operation and effect of this Declaration additional portions of substantially adjacent land.

The additions authorized under this Section 2(a) shall be made by recording among the Land Records a supplement to this Declaration, which need be executed only by the Complement to this Declaration, which need be executed only by the Company and the owner of such additional land if the Company is not the Owner thereof, which shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section 2(a) shall not require the approval of the Association.

(b) Upon the written approval of the Association after the Association has attained the assent of the holders of two-thirds (2/3rds) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording among the aforesaid Land Records a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration.

Any such Supplement to this Declaration may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added Property, provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify, or add to the Covenants, Conditions and Restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

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### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

##### SECTION 1

Every Owner, including contract sellers, of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

##### SECTION 2

The Association shall have two classes of voting membership:

Class A. Except for the Company and Builders (which shall initially be Class B members), the Class A members shall be all of the Owners of the Lots. Each Class A member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

Class B. The Class B members shall be the Company and Builders. The Class B members shall be entitled to three votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the seventh anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B members of the Association. Provided, however, the Class B Membership shall be revived (and the Company and Builders shall again be entitled to three votes for each Lot owned by the Company and Builders) during any periods of time occurring before the tenth anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the Property additional Lots owned by the Company and Builders exist which, when added to the other Lots then owned by the Company and Builders, would result in the Company and Builders having more than 50% of the votes of the Association were the Company and Builders to have three votes for each Lot owned by the Company and Builders instead of only a single vote for each Lot owned by the Company and Builders.

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#### ARTICLE IV

#### COMMON AREA

#### SECTION 1

The Company and/or Builders shall grant and convey to the Association, and the latter shall take and accept from the Company and/or Builders, the Common Areas shown on a subdivision plat which is subject to this Declaration, not later than the date the first Lot shown on the subdivision plat which is improved by a dwelling is conveyed to an Owner. At the time of the conveyance the Common Area shall be free of any mortgages, judgment liens or similar liens or encumbrances.

The Association shall hold the Common Area conveyed to its subject to the following:

(a) The reservation, to the Company, its successors and assigns, of the beds, in fee, of all streets, avenues and public highways shown on the subdivision plat which includes the Common Area so conveyed.

(b) The reservation to the Company and/or Builders, its successors and assigns, of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the subdivision plat, as "Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", and "Area Reserved for Future Road", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations therein.

(c) The reservation to the Company and/or Builders, its successors and assigns of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Areas.

(d) The reservation to the Company and/or Builders, its successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

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**SECTION 2**

The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools and tennis courts, and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs and other plants may be placed and maintained thereon for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

**SECTION 3**

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

**SECTION 4**

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

**SECTION 5**

The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adapted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association, the Company, any owner, or any of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association, the Company and Builders shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner.

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## ARTICLE V

### PROPERTY RIGHTS IN THE COMMON AREAS

#### SECTION 1

The Company and Builders shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of the Company, Builders, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner hold his lot subject to the following:

Each Owner, in common with all other Owners, shall have the right, privilege and non-exclusive easement to use and enjoy the Common Areas for the purposes for which the same were designed including but not limited to ingress and egress through and over the Common Areas. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Common Areas shall be subject to: (i) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by a Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

#### SECTION 2

Any Owner may delegate, in accordance with By-laws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants, or to contract purchasers who reside on his Lot.

#### SECTION 3

Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Area.

#### SECTION 4

The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however that no such dedication or transfer shall be effective

unless approved by a two-thirds (2/3rds) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority, or utility accepting the dedication or transfer.

## ARTICLE VI

### COVENANT FOR ASSESSMENT

#### SECTION 1

The Company and Builders, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest at the rate of fifteen percent (15%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of fifteen percent (15%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

#### SECTION 2

The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting Authority so that the same are payable directly by the owners thereof, in the same manner as real property taxes assessed or assessable against the Lots) and insurance thereon.



### SECTION 3

Until December 31st of the year in which the first Common Area is conveyed to the Association, the annual assessment shall be Thirty Dollars (\$30.00) per Lot which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by ten percent (10%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the ten percent (10%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose.

The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association. Provided, however, that the Board of Directors of the Association must fix an annual assessment which, at a minimum, is sufficient to provide for proper maintenance of the Common Areas (the minimum permissible annual assessment). The minimum permissible annual assessment may always be fixed without the necessity of a vote of the membership of the Association, even if it conflicts with the maximum permissible annual assessment.

Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which the Company is the Owner or Builders on January 1st of the year to which the assessment pertains, shall equal twenty-five percent (25%) of the annual assessment or charge made or levied against any other Lot on the Property, it being intended that the Company and Builders shall not pay more, or less, than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this section.

### SECTION 4

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

#### SECTION 5

Except as provided in Section 3 of this Article, and in Section 7 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

#### SECTION 6

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than fifteen (15) days, nor more than sixty (60) days, in advance of the meeting. The notice shall contain a description of the action proposed to be taken and the proposed rates of assessment. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called, with notice as set forth above being sent to all members not less than five (5) days, nor more than thirty (30) days in advance of the meeting, and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, until a quorum shall be present or be represented.

#### SECTION 7

When a Class A Owner accepts a deed to a Lot from a Class B member, the Class A Owner shall pay an initial assessment of Fifty Dollars (\$50.00) to the Association. This assessment is not payable by subsequent buyers from Class A Owners.

The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 3 of this Article as the remaining number of whole months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property, which is hereafter added to the Property at a time other than the beginning of any calendar year.

The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the fifteenth day of March of that year.

The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special

assessment, however, such due date shall be at least 45 days after the date of such resolution.

#### SECTION 8

The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least one month in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title thereto be deemed to have assented to the assuage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an assessment on the due date thereof.

#### SECTION 9

The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

#### ARTICLE VII

##### REPAIR AND MAINTENANCE OF LOTS

The owner of each Lot shall keep the Lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces repainted, all in a manner and with such

frequency as is consistent with good property management. In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements thereon as provided herein, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article VI of this Declaration.

#### ARTICLE VIII

#### ARCHITECTURAL CONTROL

##### SECTION 1

The "Architectural Committee" shall be composed of three (3) members to be designated by the Board of Directors, at least one of whom should, if possible, be an architect. In the event of the death or resignation of a member of the Architectural Committee, the Board of Directors shall select a new member. If the Board of Directors fails to name the new member in writing within thirty (30) days of said vacancy, the remaining members shall select a new member. The Architectural Committee shall keep copies of all applications, plans and specifications submitted. Any lot owner shall, upon written request, be entitled to review the Architectural Committee's records at a reasonable time and place to be designated by the Architectural Committee. The members of the Architectural Committee need not be Owners.

##### SECTION 2

No Structure shall be commenced, erected, placed, altered in structure or color, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, unless plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) plans showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, plans showing all four elevations and roof pitch of all Structures, and the number and location of all parking spaces and driveways on the Lot; and (ii)

a grading and landscaping plan for the particular Lot. Such plans and specifications shall be accompanied with a non-refundable fee of One Hundred Dollars (\$100.00) pertaining to any residential structure, and Twenty-Five Dollars (\$25.00) pertaining to any other plans and specifications, covering the costs of reviewing such plans and specifications. These fees shall be the maximum permissible fees for the first year. These fees may be increased by the Board of Directors. The maximum permissible fee increases each year by ten percent (10%) of the maximum permissible fee for the previous year. The plans and specifications must be acted upon by the Architectural Committee within twenty (20) days after complete submission. If the Architectural Committee fails to act on said plans and specifications within the aforesaid twenty (20) day period, the plans and specifications shall automatically be deemed approved. The fee charged for reviewing the plans and specifications shall not be charged more than once, except if the plans and specifications are submitted for different structures. Structures built by Builders shall automatically be deemed approved and shall be exempt from this article.

### SECTION 3

The Architectural Committee shall have the right to disapprove the plans and specifications submitted hereunder because of any of the following:

(a) the failure of such plans or specifications to comply with any of the Restrictions;

(b) failure to include information in such plans and specifications as may have been reasonably requested;

(c) objection to the exterior design, appearance or materials of any proposed Structure;

(d) incompatibility of any proposed Structure with existing Structures upon other Lots;

(e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots;

(f) objection to the grading plan for any Lot;

(g) objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed Structure; or

(h) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure or Structures inharmonious with the general plan of improvement of the Property or with Structures located upon other Lots.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the ground upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

#### SECTION 4

If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, other than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article, such alterations, erections, maintenance or use shall be deemed to have been undertaken in violation of this Article, and without the approval required herein, and, in such event, any and all costs and expense to which the Declarant or its assigns or the Architectural Committee shall be put as a result of said violation, including (but not limited to) Court costs and attorney's fees, shall be the binding personal obligation of the owner of the Lot in question, as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided for in this Section shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in an appropriate court of record prior to the recordation among the Land Records of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

#### SECTION 5

The Company and the Builders shall be exempt from the provisions of this Article.

### ARTICLE VIII

#### GENERAL COVENANTS AND RESTRICTIONS

##### SECTION 1

All Lots upon the Property shall be used for private, single-family residential purposes only and no dwelling shall be commenced, erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling. Single-family occupancy shall not be construed to prevent the alteration of a dwelling to contain an attached apartment or living area for use by a member or members of the owner's family. Nothing herein contained shall prevent the use of part of a Lot as a right-of-way for use by other Lots within the subdivision. Residential use

shall not bar a home office on the property provided such use is permitted by the applicable zoning regulations of and the owner of the Lot complies with the regulations.

#### SECTION 2

No Lot shall be split, divided, or sub-divided for sale, resale, gift, transfer or otherwise after acquisition from Builders. With respect to any of said Lots while owned by the Owner or Builders, the Owner and Builders expressly reserve the right to further subdivide, to alter property lines, to alter setback lines and to otherwise revise the aforesaid subdivision plat in any respect, subject to applicable County regulations and requirements.

#### SECTION 3

Owners of the Lots shall be responsible for providing and maintaining driveway access to their Lots from the roadway. All driveways shall be paved with a hard, durable surface such as macadam, tar and chip, concrete or other similar material. All driveways shall be maintained in good condition.

#### SECTION 4

No facilities, including poles and wires for the transmission of electricity, telephone, clothes line and the like shall be placed or maintained above the surface of the ground on any Lot (with the exception of up to a total of four (4) normal sized bird feeders, bird baths or birdhouses); and, no external or outside antennas or satellite dishes of any kind shall be erected or maintained without the prior approval of the Architectural Committee.

#### SECTION 5

No poultry, pigs, hogs, rabbits, pigeons, sheep, cattle, horses, or other livestock, non-domestic or exotic animal(s) may be kept on any Lot. A maximum of three (3) dogs and five (5) cats shall be permitted provided that they are properly cared for and housed and restricted to the Lot owner's property unless being walked on a leash. The Board of Directors may, upon request, grant reasonable variances to the restrictions set forth in this section. Additionally, puppies and kittens in excess of these numbers may be kept until they reach the age of twelve (12) weeks. However, no commercial breeding of any animals, including dogs and cats, shall be permitted. Additionally, the Board of Directors shall have the right in its sole discretion, to declare any particular animal to be a nuisance. If such a determination is made the Owner will not be permitted to keep that animal on the Lot and will be given a deadline to remove the animal.

#### SECTION 6

No sign other than a standard Realtor "For Sale" sign nor any other advertising device of any nature shall be placed on any Lot, absent approval in writing by the Architectural Committee. This restriction shall not be applicable to the Company or Builders.

#### SECTION 7

No structure of a temporary character such as, but not limited to, a trailer, shack or tent shall be placed or used on any Lot as a residence or for storage or as an auxiliary building either temporarily or permanently, except that a temporary Structure may be placed or used thereon if used and operated solely in connection with the construction of permissible permanent improvements; provided, however, that such temporary Structure shall be removed from the premises within fifteen (15) days after completion of the construction of the permissible improvement; and provided, further, that such Structure be removed within a period of twelve (12) months from the date of a commencement of such construction.

#### SECTION 8

No lumber, metals, bulk materials, refuse or trash shall be stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, or after sunset on the night before a pick-up is made if the pick-up ordinarily occurs before 8:30 a.m., at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property.

#### SECTION 9

No noxious or offensive trade or activity shall be carried on or upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or any adjoining property owners. No snowmobiles, go-carts, motor bikes, trail bikes or other loud engine recreational vehicle shall be run or operated upon any Lot or upon the roads servicing the Property.

#### SECTION 10

No Lots shall be so used or maintained as to cause any erosion of soil or sediment; and, during the grading and construction of any improvements upon any Lot, adequate arrangements shall be made to insure that no erosion of soil or sediment shall take place.



**SECTION 11**

No commercial vehicles, trailers, boats, buses, campers, recreational vehicles, tractors, or any other vehicle, other than private passenger vehicles (including vans and mini-vans) in regular operation, shall be maintained regularly on any Lot unless garaged. No carports are permissible.

**SECTION 12**

Owners of Lots shall be responsible for maintaining shrubbery on the front and side areas adjacent to the dwelling.

**SECTION 13**

Nothing herein contained shall be deemed to prohibit a Lot owner from reasonably sized garden sheds, greenhouses or other similar accessory Structures. Construction of any of the foregoing shall be subject to the review and approval of the Architectural Committee as provided in Article VII above. No above-ground pools will be allowed.

**SECTION 14**

Any construction on any Lot shall be completed within twelve (12) months from the start of construction.

**SECTION 15**

These Restrictions shall not be taken as permitting any action or things prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority.

**SECTION 16**

Each owner shall keep each Lot and all improvements owned in good order and properly maintained at all times. The Board of Directors shall have the right, after giving at least fifteen (15) days written notice, to have workers enter onto any Lot to make necessary repairs and/or properly maintain the Property if they deem such repairs or maintenance necessary. Necessary repairs and maintenance shall include, but not be limited to painting, lawn mowing, tree trimming, driveway repairs, window or door repairs, towing of unauthorized vehicles or any work necessary to have the Lot comply with this Declaration. The fees for such repairs or maintenance shall be considered an approved special assessment against the particular Lot.

# SECTION 17

Owner or Builders shall have the right to install signs of its design identifying the development on lots of its selection. Further maintenance of the signs shall be borne by the Community Association.

## ARTICLE IX

### GENERAL PROVISIONS

#### SECTION 1

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

#### SECTION 2

The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the Lots stating that this Declaration shall expire at the end of the then current term. This Declaration may be amended during the first forty (40) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded among the Land Records of the jurisdiction referred to in the Recitals to this Declaration.

#### SECTION 3

Anything set forth in Section 2 of this Article to the contrary notwithstanding, as long as there is a Class B membership the Company shall have the absolute and unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. The following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration or any successor agencies thereto: (i) annexation of additional properties, (ii) dedication of additional Common Area, (iii) amendments of this Declaration of Covenants, Conditions and Restrictions, and (iv) any alteration amendment or change of lot lines or subdivision plans. Otherwise, this unilateral right, power and authority of the Company, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United

States of the Property or any part thereof or any Lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

The Bank as Mortgagee join herein for the purpose of assenting to and subordinating the Mortgage to the legal operation and effect of this Declaration, reserving, however, the lien and effect of the Mortgage on the easements, reservations, rights and benefits reserved and retained by the Company herein.

SECTION 4

The Company, the Association, or any Owner, their respective legal representatives, heirs, successors and assigns shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, terms, agreements, requirements, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any party which prevails in enforcing this Declaration shall be entitled to compensation for their reasonable costs and attorneys fees from the violator. Failure by the Company, the Association or by any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

WITNESS the hands and seals of the parties hereto on the day hereinabove first written.

ATTEST/WITNESS:

Michael S. O'Brien

Michael S. O'Brien  
Print Name

Irwin H. Siegel

Irwin H. Siegel, Asst. Secretary

WOODBIDGE CONSTRUCTION CORP.

BY: A. John Briscuso (SEAL) *pres.*

A. John Briscuso  
Print Name

FARMERS FIRST BANK

BY: Richard M. Cloney (SEAL) *EVP*

Richard M. Cloney, Executive Vice Pres.  
Print Name & Position

7-5098 1-427

STATE OF MARYLAND )  
COUNTY OF Prince George's ) ss:

I HEREBY CERTIFY that on this 29th day of May, 1990, before the subscriber, a Notary Public as set forth above, personally appeared A. John Briscuso, the President of Woodbridge Construction Corp., known to me or satisfactorily proven to be the person whose name is subscribed to this Declaration and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: 7/1/90

STATE OF Prince George's )  
COUNTY OF Prince George's ) ss:

I HEREBY CERTIFY that on this 30th day of May, 1990, before the subscriber, a Notary Public as set forth above, personally appeared John J. Briscuso, the President of Farmers First Bank, known to me or satisfactorily proven to be the person whose name is subscribed to this Declaration and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

