

# BEL PRE ESTATES HOMEOWNERS ASSOCIATION, INC. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION dated the 19<sup>TH</sup> day of March, 1999, is made by Longview II, L.L.C., hereinafter the "Declarant".

## RECITALS

WHEREAS, Declarant owns Lots 4 through 7 and Lots 9 through 22 in the subdivision known as "Bel Pre Estates", Montgomery County, Maryland; and

WHEREAS, the Declarant desires to subject the Property 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 Owners the cost of maintaining and operating the Common Areas, Entrance Areas and/or Recreation Areas, located within the Property, and any improvements constructed thereon and which Covenants, Conditions and Restrictions shall here forth run with and bind the land.

WHEREAS, the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below.

## ARTICLE I: DEFINITIONS

(a) "Association" means the Bel Pre Estates Homeowners Association, Inc.

(b) "Common Areas, Entrance Areas and Conservation Areas" means those areas, of land designated as to the Entrance Areas and Recreation Areas, as set forth on Exhibits A, B, C and D, and intended to be owned by the Association and devoted to common use and enjoyment of all the Members of the Association.

(c) "Declarant" means Longview II, L.L.C., by and through its managing member, le-Ru Wang and any successor or assign thereof who is a developer and to whom Declarant shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, which is undeveloped, and to whom Longview II, L.L.C or its successors and assigns shall expressly transfer, and assign all of its rights, title and interest under this Declaration, or any amendment or modification thereof.

(d) "Lot" or "Lots" means more than one Lot for the purpose of development, the lots shown on the subdivision plat which are improved, or to be improved, by single family detached dwellings.

(e) "Member" means an owner. All owners shall be members of the Association.

(f) "Owner" means (i) the person, legal entity, or any 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; (ii) the Declarant. If more than one person, or 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 mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of any obligation.

(g) "Property" means all of the land shown on the Subdivision Record Plat of Bel Pre Estates more particularly referred to in the Recitals to this Declaration and Attachment attached hereto and made a part hereof and such additional land as may be subjected to this Declaration under the provisions of Article II below.

## ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

### SECTION I

All of the land shown on the Plat referred to in 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 Declarant, its successors and assigns, shall have the right for seven (7) years from the date of this Declaration to bring within the operation and effect of this Declaration additional portions of land.

The additions authorized under this Section 2(a) shall be made by recording among the Land Records of Montgomery County a supplement to this Declaration, which need be executed only by the Declarant and the owner of such additional land if the Declarant 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. The Declarant may annex phases without a vote of the members, provided the annexation is in keeping with the original development plan.

(b) Upon the written approval of the Association after the Association has attained the assent of the holders of two-thirds (2/3) 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.

(c) Any Supplement permitted by subsections (a) and (b) 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.

### ARTICLE III: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

#### SECTION 1

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

#### SECTION 2

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

Class A. Except for the Declarant (which shall initially be a Class B member), 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. When more than one person holds an interest in any Lot all such persons shall be members; however for purposes of a quorum they shall be treated as a single member.

Class B. The Class B member shall be the Declarant. The Class B member 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 two-thirds (2/3) of the total number of Lots, including those in or to be created in property added to the original property by Supplemental Declaration shall have been sold, the first of the aforesaid to occur; provided, however, that the Class B Membership shall be revived (and the Declarant shall again be entitled to three votes for each Lot owned by the Declarant) during any periods of time occurring before the seventh anniversary of the date of this Declaration, when by reason of the annexation of additional land as a part of the property, or otherwise, additional Lots are owned by the Declarant which, when added to the other Lots then owned by the Declarant, would result in the Declarant having more than fifty

per cent (50%) of the votes of the Association were the Declarant to have three (3) votes for each Lot owned by the Declarant instead of only a single vote for each Lot owned by the Declarant.

#### ARTICLE IV: COMMON AREAS, ENTRANCE AREAS AND/OR CONSERVATION AREAS

##### SECTION 1

The Declarant shall grant and convey to the Association, and the latter shall take and accept from the Declarant, all the Regular, Special Common Areas, Entrance Areas and/or Conservation Areas shown on the subdivision plat of the property 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, the first to occur, is conveyed to an Owner. At the time of the conveyance the Common Areas, Entrance Areas and/or Conservation Areas shall be free of any mortgages, judgments or other liens or encumbrances.

The Association shall hold the Common Areas, Entrance Areas and/or Conservation Areas conveyed to it subject to the following:

- (a) The reservation, to the Declarant, 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 Areas, Entrance Areas and/or Conservation Areas so conveyed.
- (b) The reservation to the Declarant, 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", "Entrance Area", "Recreation Area" and "Area Reserved for Future Road", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Areas, Entrance Areas and/or Conservation Areas, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television 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 Areas, Entrance Areas, and/or Conservation Areas for such purposes and making openings and excavation therein.
- (c) The reservation to the Declarant, its successors and assigns of the right to enter upon any Common Areas, Entrance Areas and/or Conservation Areas conveyed to the Association for the purpose of any construction work connected with the Bel Pre Estates subdivision development or construction or completing the construction of improvements and the landscaping of the Common Areas, Entrance Areas and/or Conservation Areas.
- (d) The reservation to the Declarant, 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 Areas, Entrance Areas and/or Conservation Areas conveyed to the Association.

(e) No further conveyance, lease, right of use, or the like of the property described herein shall be granted by the Association without the express written consent of Longview II, L.L.C., its heirs or assigns.

## SECTION 2

All the Common Areas, Entrance Areas and/or Conservation Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner, subject to the restrictions regarding Regular and Special Common Areas, Entrance Areas and/or Conservation Areas established in this Declaration. 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 Areas, Entrance Areas and/or Conservation Areas except: (i) structures or improvements designed exclusively for the community and 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, Entrance Areas and/or Conservation Areas may be graded, and trees, shrubs or 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, Entrance Areas and/or Conservation Areas, or for aesthetic reasons. No portion of any Common Areas, Entrance Areas and/or Conservation Areas 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 Areas, Entrance Areas and/or Conservation Areas 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 Regular and Special Common Areas, Entrance Areas and/or Conservation Areas as from time to time improved, together with any items of personal property placed or installed thereon.

## SECTION 5

The right of each Owner to use the Common Areas, Entrance Areas and/or Conservation 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 adopted by the

Association for the safety, care maintenance, good order and cleanliness of all the Common Areas, Entrance Areas and/or Conservation Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and the Declarant, or either 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 for damages or a suit to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and the Declarant 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.

## ARTICLE V: PROPERTY RIGHTS IN THE COMMON AREAS, ENTRANCE AREAS AND/OR RECREATION AREAS

### SECTION 1

The Declarant 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 Declarant, the Association and the Owners, and their respective personal representatives, executors, successors and assigns, to the end and intent that each Owner hold his Lot subject to the following:

(a) Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas, Entrance Areas and/or Conservation Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of the Common Areas, Entrance Areas and/or Conservation Areas shall be subject to: (i) the right of the Association to charge reasonable admissions and other fees for use of facilities within the Common Areas, Entrance Areas and/or Conservation Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas, Entrance Areas and/or Conservation Areas by an 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

The costs of each Common Areas, Entrance Areas and/or Conservation Areas and the rules and regulations governing its use shall be borne and established as follows:

(a) The Common Areas, Entrance Areas and/or Conservation Areas shall be maintained, improved, restored, repaired, cared for, managed and operated at the cost and expense of, that is to say, all expenses incurred in connection with said Common Areas, Entrance Areas and/or Conservation Areas (including taxes, assessments and insurance) shall be borne by, all of the Members of the Association, pro rata.

(b) The rules and regulations governing the use Regular Common Areas, Entrance Areas and/or Conservation shall be established from time to time by the Members of Association.

### SECTION 3

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

### SECTION 4

Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, Entrance Areas and/or Conservation 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 Areas, Entrance Areas and/or Conservation Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas, Entrance Areas and/or Conservation Areas.

### SECTION 5

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 Areas, Entrance Areas and/or Conservation Areas 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 of a Common Areas, Entrance Areas and/or Conservation Areas shall be effective unless approved by a two-thirds (2/3) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose.

## ARTICLE VI: COVENANT FOR ASSESSMENT

### SECTION 1

The Declarant, 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; (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided; and (iii) all additional annual and special assessments for the Special (in the case of a Lot Owner) Common Areas, Entrance Areas and/or Conservation Areas. All assessments or charges, together with interest at the rate of six percent (6%) per annum accruing from their due date until payment is made, and all the costs of collection thereof, including reasonable attorney's fees incurred or expended by the Association, shall be a charge on, and a continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of six percent (6%) per annum accruing as aforesaid, and all costs of collection as hereinafter stated 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 personally 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, Entrance Areas and/or Conservation 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, Entrance Areas and/or Conservation 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, Entrance Areas and/or Conservation Areas conveyed to the Association, the annual assessment shall be Eight Hundred Forty and No/100 Dollars (\$840.00) per Lot which shall be the maximum annual assessment for that year (Common Areas, Entrance Areas and/or Conservation Areas). Thereafter, the said maximum permissible annual assessment shall increase each year by thirty five percent (35%) of the said maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The said maximum permissible annual assessment may be increased above the thirty five percent (35%) 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 said maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association.

Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot whereon improvements are fully constructed and for which a use and occupancy permit has been issued in which the Declarant is the Owner on January 1st, of the year to which the assessment pertains, shall equal one hundred percent (100%) of the annual assessment or charge made or levied against any other Lot on the property. The Declarant shall not pay more, or/less, than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this section for any Lot which is vacant.

#### 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, maintenance, repair, or replacement of any capital improvement located on any Common Areas, Entrance Areas and/or Conservation Areas, 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 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 Sections 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all 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 subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no' subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

#### SECTION 7

The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area, Entrance Area and/or Conservation 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 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 for the period of January 1st through December 31st and shall be due and payable on the first day of March of that year. The Board may establish such terms and conditions for the payment of assessments over time as it sees fit, including acceleration provisions.

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 forty-five (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 (1) month in advance of the due date (or the first 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 a rate permitted by law, 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 attorney's 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 granting of a judgment 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 a 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 Owners from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Such sale or transfer shall not relieve the owner of his personal liability for the payment of said assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, Entrance Areas and/or and or Conservation Areas or abandonment of his Lot.

## ARTICLE VII: ARCHITECTURAL CONTROL, REPAIR AND MAINTENANCE OF LOTS

### SECTION 1

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, in conformity with the neighborhood 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.

## SECTION 2

No building, fence, wall, antenna, or satellite dish (see Section 2.1 for more details), or other structure, including any modification or addition to the property that requires a building permit from Montgomery County, shall be commenced, erected or maintained upon the Properties, nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

All dwellings constructed on any of the Lots within the Bel Pre Estates subdivision must have a minimum of one half brick fronts unless the model is not conducive to brick or masonry stone.

Any additions or buildings erected on any lot must be consistent with and compliment the original structure.

No trucks larger than three quarter (3/4) ton pick-up trucks may be parked on Lots or within the subdivision. Said trucks, trailers or boats may be parked in garages.

No commercial vehicles may be parked on Lots or within the subdivision with the exception of said vehicles being parked in garages.

There is no restriction on the parking of motorcycles on Lots or within the subdivision, as long as the motorcycle(s) are properly registered in the State of Maryland and have current licence tags.

A Fence may be constructed on any of the lots and, provided that the fence is in excess of four (4) feet in height, it must be integrated with the landscaping design of the Property and approved accordingly with the Architectural Committee. Chainlink and

other wire fencing is specifically prohibited; provided, however, that thin wire fencing used in conjunction with a split rail or similar fencing for the purpose of enclosing pets is permitted if prior written approval is obtained pursuant to Section 2.

Said fence may not be constructed on the front yard. The fences shall only be constructed on the rear and the side of/the Lot and must be approved by the architectural control committee as provided for herein.

No more than two (2) cars may be parked on any Lot at any time, with the exception of guest parking. No vehicle, including trailers, boats, motor homes or recreational vehicles, may be parked on the lawn of any lot, unless it is completely obstructed from view by a fence. No vehicle, without a current license and/or tag, may be parked or abandoned on the front or side of any Lot, unless it is completely obstructed from view by a fence at the rear portion of a Lot, only.

No anti-theft bars or similar protective material may be installed in the front elevation of any property.

Bed sheets, plastic sheets, newspapers, plastic storm windows, or other similar window treatments shall not be hung or placed in or on any window or any dwelling located on any lot.

#### SECTION 2.1: Satellite dishes

Installation of antennas, including satellite dishes, shall be governed by this Section and such other additional reasonable rules and regulations regarding the location and screening of any such items that the Board of Directors shall impose from time to time. The Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996 (the "FCC Rule"), preempting certain restrictions concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas (collectively, "Antennas"). The requirements set forth in this Section are generally consistent with the FCC Rule; however, because the FCC Rule is subject to change or modification, the Board of Directors reserves the right to amend and modify any requirements governing installation, maintenance, and use of antennas, which may be more restrictive than as set forth herein and which may, in the discretion of the Board of Directors, be applied retroactively. Antennas not covered by the FCC Rule, including satellite dishes in excess of one (1) meter in diameter, shall not be installed on the exterior portions of any Lot or dwelling without prior written approval as required by Article VI. Antennas situated entirely within a dwelling, and not visible from the exterior are permitted. Antennas covered by the FCC Rule, including satellite dishes of one (1) meter or less in diameter, are permitted within a Lot, provided such antennas shall not be visible from the front elevation of the Lot; provided, however, that nothing herein requires installation of such an antenna in a location from which an acceptable quality signal cannot be received, as certified in writing by a licensed installer or which causes an unreasonable delay or cost increase in such installation.

## ARTICLE VIII: USE RESTRICTIONS

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

### SECTION 8.1: Permitted Uses.

(a) The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a dwelling, except that the use of a dwelling unit for a "no-impact home-based business", as defined in §11B-111.1 of the Maryland Homeowners Association Act, as amended (the "Act"), shall be permitted, provided that: (i) before any dwelling unit may be used for a no-impact home-based business the Owner and/or resident of such dwelling unit shall notify the Association, in writing, at least thirty (30) days prior to the opening of the no-impact home-based business; and (ii) in no event shall the Common Area be used by or in connection with any permitted no-impact home-based business. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or dwelling, or the improvements thereon, for promotional or display purposes, or as "model homes", a sales and/or construction office, or for any other lawful purpose.

(b) The use of any dwelling as a "family day care home" is permitted, provided that it meets all of the necessary approvals under the law, and provided that: (i) before any dwelling may be used as a family day care home, the Owner and/or resident of such dwelling shall notify the Association, in writing, at least thirty (30) days prior to the opening of the family day care home through the filing of an application for approval; and further, provided (ii) that the Board of Directors, or its designee, is provided at least annually with evidence to its satisfaction that any such dwelling continues to be in compliance with all of the necessary approvals under the law, including, without limitation, any local ordinances. In addition to the foregoing, an application filed with Board of Directors for use of a dwelling as a family day care home, is subject to the following conditions:

(i) each "day care provider", as defined in §11B-111.1 of the Act, as amended, operating a family day care home within the Property shall pay, on a pro-rata basis (based on the total number of family day care homes operating within the Property) any increase in insurance costs incurred by the Association that is solely and directly attributable to the operation of family day care homes within the Property;

(ii) each day care provider operating a family day care home within the Property shall obtain the liability insurance described under Sections 19-106 and 19-202 of the Maryland Insurance Article, as amended, or required by such other applicable law and provide a certificate of insurance to the Board of Directors in at least the minimum amount described under such law, and shall not operate unless such minimum liability insurance is in effect at all times.

(iii) Each day care provider shall maintain all required licenses under local or state law and shall not exceed the permitted number of children as required by local or state law.

## SECTION 8.2: Prohibited Uses and Nuisances.

Except for the activities of the Declarant during the construction and development of the Property, or except with the prior written approval of the Board of Directors or the Declarant, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Area:

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

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

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot or other part of the Property. Firewood shall be neatly stacked in the rear yard areas of the Lots. This subsection ©) shall not be applicable to any Participating Builder during the construction and development of the Property.

(d) Trash and garbage containers and recycling containers shall not be permitted to remain in public view except on days of trash and recycling collection and the evening

prior to such days of trash and recycling collection. No incinerator shall be kept or maintained upon any Lot. No garbage, trash or recycling containers shall be kept on the front or side yard of any Lot and garbage, trash and recycling containers kept or maintained in the rear yard of any Lot shall be screened from public view at all times.

(e) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to (i) 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 individual or entity for any purpose, or (ii) prohibit minor boundary line adjustments between adjoining Lot Owners if done in accordance with applicable zoning ordinances, governmental guidelines and restrictions. Further, the provisions of this subsection shall not be deemed to preclude any Owner from granting an easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, to serve necessary public purposes, or from dedicating or conveying a portion of such Owner's Lot for such purposes.

(f) No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets and roadways.

(g) Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any Lot which would impede the Association's ability to perform its obligations as set forth in this Declaration, or which would be inharmonious with the aesthetics of the Project.

(h) No decorative lawn ornament, no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, or other similar building shall be erected, used or maintained on any Lot at any time. A storage shed may be erected, constructed or placed on a Lot provided that such shed (i) is approved, in writing, with respect to design (including, but not limited to color and materials), location and construction pursuant to Article VII; (ii) if constructed, such shed must conform to the architectural style and materials of the dwelling unit situated on the Lot; and (iii) any shed must be properly maintained at all times by the Owner of the Lot upon which it is located.

(i) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such sales and promotional sign or signs as may be maintained by or with the written consent of the Declarant or the Association, or except as may be expressly permitted pursuant to the Act, 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 temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such

mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure. This subsection (i) shall not be applicable to any Participating Builder during the construction and development of the Property.

(j) No water pipe, sewer pipe, gas pipe, drainage pipe, cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground and no wire, cable or other similar transmission line may be attached to the exterior of any structure on any Lot; provided, however, that such transmission lines, wires or cables providing utility services to any Lot (including, but not limited to, electricity, telephone, gas, water and cable television) shall be permitted. Except during periods of actual use, no hose shall be stored or placed in the front or side yard of any dwelling unless screened from public view.

(k) No play equipment, including, without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the exterior of any dwelling without obtaining prior written approval pursuant to Article VII hereof. If approved in accordance with this Declaration, such play equipment must be properly maintained at all times.

(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 the direction or flow of any drainage channels.

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

(n) Lawn furniture shall be used and maintained in rear yards or decks only, unless otherwise determined by the Board of Directors, and shall be maintained in a neat and attractive manner.

(o) No equipment or machinery (including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling or bicycles or other similar recreational equipment) shall be stored in the front, rear or side yard of any Lot.

(p) No Member shall make any private, exclusive or proprietary use of any of the Common Area 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.

(q) Children's play and similar equipment, including but not limited to portable basketball hoops, shall not be allowed to remain overnight within any front yard of any Lot or within the Common Area.

(r) Children's outdoor permanent playhouses and swinging or climbing apparatus or equipment shall be permitted within the rear yard of a Lot; provided, however, that apparatus is properly maintained at all times.

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

(t) No drying or airing of any clothing or bedding shall be permitted outdoors and within any Lot other than within rear yards, and clothes-hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight when not in use.

(u) Above ground pools shall not be permitted.

(v) No garage or outbuilding properly erected on a Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No garage may be altered, modified or changed in any manner which would inhibit or in any way limit its function as a parking area for vehicles. Notwithstanding the foregoing, any Lot owned by the Declarant upon which is situated a dwelling unit in which the garage has been modified to serve as living area shall be exempt from this paragraph and any grantee of the Declarant, and such grantee's successors and assigns, shall also be exempt until such time as the garage is restored or a garage is constructed on such Lot. Except when being used as an entrance or exit, garage doors shall be maintained in a closed position at all times.

## ARTICLE IX: GENERAL PROVISIONS

### SECTION 1

Invalidation of anyone of these covenants or restrictions by judgment or court order shall not affect any other provision 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 twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years 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 twenty (20) 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 Montgomery County.

### SECTION 3

Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Declarant shall have the absolute 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. However, this unilateral right, power and authority of the Declarant 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.

WITNESS the hands and seals on the day hereinabove first written.

(Signature pages LF 17497.588 to LF 17497.592 included herewith.)

SEE SIGNATURE PAGES