### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this /8th day of MARCH,

1988, by Prime Contractors, Inc., a Delaware Corporation,
hereinafter referred to as "Declarant".

#### WITNESSETH:

WHEREAS, the Declarant is the owner of a certain property located in the 12th Election District of Prince George's County, Maryland, and more particularly described on Exhibit A attached hereto, and

WHEREAS, the Declarant has previously developed property abutting the aforementioned property and subjected the previously developed property to covenants, conditions and restrictions as recorded among the Land Records of Prince George's County, Maryland, at Liber 6808, Folio 398 as amended in Amendment to Covenants, Conditions and Restrictions recorded among the same land records at Liber 6873, Folio 872, and

WHEREAS, the aforementioned Coverants, Conditions and Restrictions provide for the annexation of additional land to be subjected to the same covenants, under Article VI, Section 4, and

WHEREAS, the Declarant desires to annex the hereinafter described property for the purpose of subjecting the property to the aforementioned Covenants, Conditions and Restrictions, and

NOW THEREFORE, the Declarant hereby declares:

1. That all of the property described on Exhibit A attached hereto shall be held, sold, and conveyed, subject to

the Covenants, Conditions and Restrictions recorded in Liber 6808, Folio 398 of the Land Records of Prince George's County, Maryland, as amended in Amendment to Covenants, Conditions and Restrictions recorded among the same land records at Liber 6873, Folio 872.

2. The Declarant imposes these Covenants, Conditions and Restrictions for the purposes of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any rights, title or interest in the described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

ATTEST:	PRIME CONTRACTORS, INC.
Heldi Glastali-	by: 1 2 1 0.P.

STATE OF MARYLAND : COUNTY OF AIME ARWINEL :

I HEREBY CERTIFY that on this 18th day of March, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Royald E. Hoffmen, Once President of Prime Contractors, Inc., known to me to be the person whose name is subscribed to the within instrument and did acknowledge that executed the same for the purposes therein contained.

As Witness my hand and notarial seal.

Manne /V Notary Public

My Commission Expires:

#### ARCHITECTURAL COVENANTS

#### DECLARATION OF

### EASEMENT, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 1/2 day of 1/2, 1988, by Prime Contractors, Inc., a Delaware Corporation, hereinafter referred to as the "Declarant".

### WITNESSETH:

WHEREAS, the Declarant is the owner of that certain property situate in Prince George's County, Maryland, more particularly described in Schedule A attached hereto and made a part hereof; and

WHEREAS, the Declarant intends to undertake development of the land described in Schedule A as a Town Home Subdivision.

NOW, THEREFORE, the Declarant hereby declares that all the properties described in Schedule A, attached hereto, shall be held, sold and conveyed, subject to the following restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These covenants, restrictions and conditions shall run with the land and shall be binding upon and are intended to benefit all Owners and Tenants within the Property.

### ARTICLE I

#### DEFINITIONS

1.01 "Declaration" shall mean and refer to this

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Declaration of Covenants, Conditions and Restrictions as the same may from time to time be supplemented or amended in the manner prescribed herein.

- 1.02 "Development Period" means a period commencing the date of these covenants and terminating either ten (10) years from such date or on the date when the Declarant has sold all of the lots in the subdivision.
- 1.03 "Declarant" shall mean Prime Contractors, Inc., its successors and assigns.
- 1.04 "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of the Property or any part thereof.
- 1.05 "Owner" shall mean and refer to any owner of any "Unit" within the Property including a contract purchaser, or any common or joint interest therein if such Unit is owned by more than one person or entity.
- 1.06 "Person" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.
- 1.07 "Property" shall mean and refer to that certain real property described in Schedule A, attached hereto, and made a part hereof.
- 1.08 "Residential Association" shall mean any neighborhood, village, or community association, non-profit corporation or unincorporated organization which may be

hereafter established by the Declarant.

- 1.09 "Review Committee" shall have the meaning specified in Article V, Section One (5.01) hereof.
- 1.10 "Structure" shall mean and refer to any thing or device other than trees, shrubbery (less than two feet high, in the form of a hedge) and landscaping, the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving (including, but not limited to vehicular roads and parking areas), walls, hedges more than two feet in height, signboard, or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot.
- 1.11 "Tenant" shall mean and refer to any Person who occupies the Property under a written lease from an Owner in which such Person is named lessee.

### ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

2.01 Annexation of Additional Land. The property described in Schedule A, owned by the Declarant or any property annexed by it, shall be subject to this Declaration.

### ARTICLE III

#### GENERAL

3.01 Land Utilization. In order to further the development and improvement of the Property for residential and public uses as an area where such activities may be conducted in an efficient and harmonious manner and with the greatest possible degree of health, safety, architectural beauty and amenity to the Owners, Tenants, workers and residents within the Property and to prevent the erection of poorly designed or constructed improvements, the properties as shown in Schedule A shall be subject to the covenants and restrictions applicable thereto set forth herein.

The land shall be retained, developed, maintained and utilized so that it is a balanced, attractive and harmonious whole; promotes a harmonious relationship with surrounding parcels; preserves and enhances natural features, and incorporates a high quality of urban and environmental design, architecture, landscape architecture, civil engineering and graphic design.

The land shall be utilized to insure proper use and appropriate development and improvement of each building site therein contained. Further, by means of the covenants and restrictions contained herein, the Declarant intends to:

- (a) protect the Owners and Tenants of building sites against such improper use and design of surrounding buildings as will depreciate the value of their property or adversely affect their interest therein;
  - (b) guard against the erection thereon of structures

built of improper or unsuitable materials;

- (c) encourage the erection of attractive improvements appropriately located to prevent an inharmonious appearance and function;
- (d) provide adequate setbacks, screens and buffers, controlled ingress and egress, sign controls, visibility from vehicular approaches, off-street parking; and in general to provide a development that will promote the general welfare of the community to be developed on the Property;
- (e) protect the natural environment through the establishment and maintenance of appropriate standards and procedures to minimize any adverse environmental impact of development activities.

### ARTICLE IV

### GENERAL RESTRICTIONS ON THE USE OF PROPERTY

#### AND

## IMPROVEMENTS TO BE MADE THEREON

4.01 Zoning Regulations. No lot shall be used for any purpose other than as permitted in the Zoning Ordinances or the laws, rules, or regulations, of any governmental authority in force and effect on the date of this Declaration as the same may be hereafter from time to time amended. This restriction shall not apply to any use for which a special exception under the Zoning Ordinances or other governing regulations, as the same may be hereafter from time to time amended, is finally granted and such use is approved in

writing by the Review Committee. The right, however, further to limit or restrict the use of a particular Lot is reserved under the provisions of Article V hereof.

- 4.02 No Use Contrary to Law and No Nuisances. No noxious or offensive trade, services or activities shall be conducted on or upon any portion of the Property nor shall anything be done thereon which may be or become a continuing annoyance, or hazard or nuisance to the Owners or Tenants of the Property. No use of any Lot or part thereof or any Structure thereon shall be made, nor shall any materials or products be manufactured, processed or stored thereon or therein, contrary to Federal, State or Local laws or which shall cause an undue fire hazard to adjoining Lots. This provision shall in no way prohibit the conduct of such professional services in residential areas as are approved by the Review Committee.
- 4.03 Structures. The architectural character of all Structures, or alterations, additions, or improvements thereof (other than interior alterations not affecting the external appearance of a Structure) when visually related to each other and the surrounding natural environment shall be, in the opinion of the Review Committee, harmonious in terms of type, size, scale, form, color, and material. No structure shall be painted, repainted, stuccoed or be surfaced with any material unless and until approved in writing in accordance with guidelines established by the Review Committee. Screens shall

be used to organize and aesthetically shield rooftop as well as to ground level mechanical equipment and appurtenances from public view.

- 4.04 Screenings and Fences. Screenings shall be of plant material and height necessary to accomplish the stated objectives of the Owner or Tenant appropriate to his type of land use on the Property. Efforts shall be made to develop such planting with appropriate landscape treatment and coloring to blend them harmoniously with the surrounding environment, including topography, architecture and existing planting. Screen location, height, material, treatment and color are subject to written approval by the Review Committee, which will consider among other things the use intended and the impact on the neighborhood, particularly adjacent Lots. No fences of any type shall be permitted.
- 4.05 Outside Storage or Operations. No outside storage of lumber, metals, or bulk materials of any kind, except building materials stored during the course of construction of any approved Structure, shall be permitted. 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, at such place on the Lot so as to provide access to the persons making such pick-up. At all other times, such containers shall be stored, so as to be visually screened from all streets and adjacent and surrounding Lots. The Review

Committee will formulate and adopt reasonable rules and regulations relating to the size, shape, color and type container permitted and the manner of storage of same on any Lot.

- 4.06 Signs and Street Furniture. The location, color, nature, size, design and construction of all signs, lights and other street furniture shall be approved in writing by the Review Committee, and must be in keeping with the character of the Property and accord with performance-oriented guidelines to be established by the Review Committee.
- 4.07 Animals. No livestock, poultry, or other animals shall be kept on any Lot. Dogs, cats, and other household pets may be kept on the Property, provided they are not raised or bred for any commercial purpose.
- 4.08 <u>Vehicles</u>. No camper, mobile home, trailer, mobile tent, recreational vehicle or R.V., shall be parked on any lot or in any area designated as parking area on the recorded plat. No vehicles shall be stored on any lot or in any area designated on the recorded plat as "parking area". No commercial vehicles or buses which exceed the size of a normal parking space shall be parked or stored on any lot or on any area designated as "parking area" on the recorded plat.

No vehicles may be repaired on any lot or in-any area designated on the recorded plat as "parking area" unless that repair is completed within forty-eight (48) hours of the time it was commenced.

- 4.09 The following improvements are strictly prohibited:
  - a) In-ground and above-ground swimming pools;
  - b) Hot tubs;
  - c) Exterior antennas and satellite receivers;
  - d) Sheds and storage units of any size or nature;
- e) Steel or aluminum window or door bars or exterior of house; and
  - f) Conversion of garage into living space.
- 4.10 Boats. No boats of any kind or variety shall be stored or kept on any lot or in any area designated on the recorded plat as "parking area".
- 4.11 Landscaping. The land area not occupied by Structures, hard-surfacing, vehicular driveways or pedestrian paths shall be kept planted with grass, trees or shrubs or other ground covering or landscaping in conformance with the standards set by the Review Committee. Such standards will take into consideration the need for providing effective site development to:
  - (1) enhance the site and building;
  - (2) screen undesirable areas or views;
  - (3) establish acceptable relationships between buildings, parking and adjacent properties; and
  - (4) control drainage and erosion.
- 4.12 Maintenance of Premises and Improvements. Each Owner or Tenant shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean,

neat and sanitary condition. Appropriate maintenance shall include, but not be limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management. The Owner or Tenant shall comply with all laws, ordinances and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of trash and rubbish from his premises in a manner to be approved by the Review Committee.

4.13 Enforcement of Maintenance. The Review Committee, or its agent, during normal business hours, shall have the right (after twenty (20) days notice to the Owner or Tenant of any Lot involved, setting forth the maintenance action to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner or Tenant), to do any and all maintenance work reasonably necessary in the written opinion of the Review Committee, to keep such Lot, whether unimproved, improved or vacant, in neat and good order, such cost and expense to be paid to the Review Committee upon demand and if not paid within thirty (30) days thereof, then to become a lien upon a Lot affected. The lien provided under this Section shall not be valid against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce such lien shall have been filed in

the Court of record and notice thereof shall have been filed in the Land Records of Prince George's County prior to the recordation among the Land Records of Prince George's County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

- 4.14 <u>Miscellaneous</u>. Without prior approval of the Review Committee --
- (1) no water pipe, gas pipe, sewer pipe, or drainage pipe, except hoses and movable piping used for irrigation purposes, shall be installed or maintained on any Lot above the surface of the ground;
- (2) no previously approved Structure shall be used for any purpose other than that for which it was originally designed;
- (3) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
- (4) No facility, including but not limited to, poles, wires and conduits for transmission of electricity, telephone messages and the like shall be placed and maintained above the surface of the ground on any Lot and no external or outside antennas of any kind shall be maintained.

### ARTICLE V

### CONTROL OF IMPROVEMENTS TO BE MADE UPON PROPERTY

5.01 Review Committee Members. The Review Committee hereinafter referred to in this Article as the "Committee" is the Design Review Committee. The Committee shall consist of

three members who shall be appointed by the Board of Directors of the residential association.

The Committee shall adopt such rules, regulations, objectives, procedures, and guidelines as are required by this Declaration. The guidelines shall be established in consultation with an architect or landscape architect and modifications of the guidelines shall be made in consultation with an architect or landscape architect.

The members of the Committee shall serve for three (3) year terms. Any member of the Committee may be removed without cause by the appointing body. The party to be removed must be given thirty (30) days written notice. Vacancies caused by removal or resignation shall be filled by the appointing body. Two out of the three Committee members shall constitute a quorum for the conduct of business. The Committee may delegate its authority or part of its authority to its own Subcommittee or any Committee of the Association.

In the event the Committee delegates its authority, the Committee shall approve all rules, regulations, objectives, procedures and guidelines of the entity to whom the authority is delegated.

5.02 Structures. No Structure of any kind, whatsoever shall be commenced, erected, placed, 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 or functions thereof, nor shall any new

use be commenced on any Lot, nor shall any portion of such lot be cleared or graded, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Committee.

Failure of the Committee to disapprove any plans within thirty (30) days after the date said plans are submitted shall be deemed to constitute approval thereof. All construction work shall, on approval of plans by the Committee, be carried out with dispatch and, upon completion thereof, the site shall be promptly landscaped.

5.03 Approval and Disapproval. Upon approval of the Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same, in any case where the 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 grounds upon which such action was based. In any such case, the 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.

- 5.04 <u>Rules and Regulations</u>. The Committee will promulgate reasonable rules governing the form, content and timing of plans and specifications to be submitted for approval, and may issue statements of policy with respect to approval or disapproval of the architectural design, concepts or details, or other matters, which may be presented for approval.
- 5.05 Construction without Approval. If any Structure shall be commenced, altered, erected, placed or maintained upon any Lot or any new land development or use commenced on any Lot in violation of Section 5.02 of this Article and without the approval required herein, upon written notice from the Committee, any such Structure so commenced, altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered by the Owner or Tenant at his expense, and any such use shall be terminated and previous conditions restored so as to extinguish such violation.
- 5.06 Certificate of Compliance. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Committee, the Committee shall, upon request of the Owner or Tenant, thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such Structure and the Lot-on which such Structure is placed and stating that the plans and specifications, the location of such Structure, and use or uses to be conducted thereon have been approved and that such

Structure complies therewith. Preparation and recording of such certificate shall be at the expense of such owner or Tenant. Any Certificate of Compliance issued in accordance with the provisions of this Section 5.06 shall be prima facie evidence of the facts herein stated and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot, and the use or uses described therein comply with all the requirements of this Article, and with all other requirements of this Declaration, as to which the Committee exercised any discretionary or interpreted powers.

- 5.07 Fees. The Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval. Recognized accounting and auditing procedures shall be established for recording and periodically auditing fees.
- 5.08 Minutes. The Committee shall keep minutes of each of its meetings. The minutes shall be made available at any reasonable time for inspection by the Owners and Tenants.
- 5.09 <u>Land Development</u>. Notwithstanding any other provisions of the Declaration which might be construed to provide otherwise, Land Development activities—of the Declarant within the property described in Schedule A, attached hereto, shall not require the prior approval of the Committee.

### ARTICLE VI

### ENFORCEMENT

6.01 Who May Enforce. The protective covenants and restrictions contained in this Declaration shall be construed as covenants running with the land and any and all covenants, restrictions and agreements herein contained shall inure to the benefit of and be enforceable by (i) the Review Committee, (ii) the Residential Association, (iii) the Declarant (so long as he continues as an Owner or Tenant within the Property), and (iv) any Owner or Tenant of any portion of the Property, by actions at law or suits in equity. The failure of any person or organization to enforce any covenant herein contained shall in no event be deemed a waiver by that or any other person or organization of its rights to thereafter enforce the same.

### ARTICLE VII

### AMENDMENT

7.01 The covenants shall run with and bind the land, for a term of twenty (20) years from the date this document is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These covenants may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

### ARTICLE VIII

### SEVERABILITY

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

### ARTICLE IX

### GENERAL

9.01 The Review Committee, where specifically authorized herein to act, shall have the right to construe and determine the provisions of this Declaration and any rules or regulations promulgated by the Review Committee pursuant hereto and, in the absence of any adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

The Review Committee, to the extent specifically provided herein, will adopt and promulgate reasonable rules and regulations regarding the Administration, interpretation, and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations and in making any finding, determination, or ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Review Committee shall seek to advance the best interests of the Owners and Tenants to the end that the Property shall be preserved and maintained as a high quality

community and shall seek to achieve the development of the Property in accordance with the standards and objectives set forth in this Declaration.

In granting any permit, authorization, or approval as herein provided, the Review Committee may impose any reasonable conditions or limitations thereon, as it shall deem advisable under the circumstances in each case.

9.2 Assignment or Transfer of Rights, Powers or Duties. Any or all of the rights, powers or duties (including discretionary powers and rights, powers of consent and approval) herein reserved by or conferred upon the Declarant, the Review Committee, or the Residential Association may be assigned or transferred by the Declarant, the Review Committee, the Residential Association, at the election of each to any one or more Persons agreeing to accept same, and any such assignment or transfer of such rights, powers or duties may be made by the Review Committee as to all of the Property or as to any part or parts thereof and may be to different Persons for different parts of said Property. assignment or transfer shall be evidenced by an appropriate instrument duly executed by the Declarant, the Review Committee, or the Residential Association, and recorded among the then proper public Land Records; and upon such recordation thereof, the assignee or assignees, transferee or transferees of such rights and powers shall thereupon and thereafter have the right to exercise all of the powers and the obligation to

perform all the duties so assigned or transferred by such instrument, in lieu of the Declarant, the Review Committee, or the Residential Association, as the case may be; upon and subject, however, to such limitations conditions, reservations and provisions as may be imposed by or set forth in such instrument of assignment or transfer. Such instrument assigning or transferring such rights, powers, and duties as aforesaid may, among other things, provide for future or further assignment or transfer of such rights, powers and duties, as aforesaid, to others by the assignee or transferee named therein.

- 9.03 Reverter. No restriction, covenant or condition contained herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of revert.
- 9.04 Attorney's Fees. Any party to a proceeding who succeeds in enforcing a restriction, covenant, or condition herein contained or enjoining the violation of any such restriction, covenant or condition against an Owner or Tenant shall be entitled to reasonable attorney's fees, court costs, reasonable fees for depositions and other discovery necessary for trial preparation against such Owner or Tenant.
- 9.05 <u>Headings</u>. The headings of the Sections herein are for convenience only and shall not affect the meanings or interpretation of contents hereof.
- 9.06 <u>Violations</u>. No violation of any of the restrictions, covenants or conditions herein contained shall

defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession or any purchaser at any mortgagee's or foreclosure sale shall be bound by and subject to the restrictions, covenants or conditions herein contained as fully as any other Owner.

As Owner of the property described in Schedule A hereof, the Declarant, hereby consents to the within Declaration of Easements, Covenants, Conditions, and Restrictions and further hereby subordinates his interest in the aforementioned property to such Declaration of Easements, Covenants, Conditions and Restrictions and to any modification, extension, replacement or renewal thereof.

ATTEST:

PRIME CONTRACTORS, INC.

By:

STATE OF MARYLAND COUNTY OF

THIS IS TO CERTIFY that on this /2 day of May, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared and made oath in due form of law that the

and made oath in due form of law that the aforegoing Architectural Covenants was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public

NOTARY PUBLIC

ALES CO

My Commission Expires: 7/1/90

#### DESCRIPTION

# 6.9110 ACRES PARCEL N

### SECTION EIGHT SOUTHVIEW

# OXON HILL (12TH) DISTRICT PRINCE GEORGE'S COUNTY, MARYLAND

BEING all of Parcel "N", as shown on a plat of subdivision entitled, "SECTION EIGHT, SOUTHVIEW", and recorded among the Land Records of Prince George's County, Maryland, in Plat Book WWW 59 at Plat No. 43, and being more particularly described as follows:

BEGINNING for the same at a point on the southwesterly right of way line of Oakcrest Drive, variable width, said point also being the northerlymost corner of the aforesaid Parcel "N", as shown on the aforesaid plat, and running thence with said southwesterly right of way line and with the northeasterly outline of Parcel "N", the following three (3) courses, as now surveyed

- South 78 deg 00' 12" East, 62.23 feet to a point of curvature;
- 2. 522.03 feet along the arc of a curve, deflecting to the right, having a radius of 446.42 feet and a chord bearing South 44 deg 30' 12" East, 492.79 feet to a point of tangency; and
- 3. South 11 deg 00' 12" East, 596.04 feet to the southerlymost corner of said Parcel "N"; thence leaving said southwesterly right of way line and continuing along the southwesterly and northwesterly outline of said Parcel "N", as now surveyed.
- 4. North 48 deg 23' 44" West, 930.46 feet to the westerlymost corner of said Parcel "N"; and
- 5. North 27 deg 54' 38" East, 375.33 feet to the place of beginning, containing 301,043.28 square feet or 6.9110 acres of land.

#### DESCRIPTION

# 10.9685 ACRES PARCELS "L" AND "M" AND HUNTLEY AVENUE - ABANDONED

# SECTION EIGHT SOUTHVIEW

# OXON HILL (12TH) DISTRICT PRINCE GEORGE'S COUNTY, MARYLAND

BEING all of Parcels "L" and "M" and Huntley Avenue, 70.00 feet wide, abandoned; all shown on a plat of subdivision entitled, "SECTION EIGHT, SOUTHVIEW", and recorded among the Land Records of Prince George's County, Maryland, in Plat Book WWW 59 at Plat No. 43, and being more particularly described as follows:

BEGINNING for the same at a point on the northerly right of way line of Iverson Street, 80.00 feet wide, said point also being the southeasterly corner of the aforesaid Parcel "M", as shown on the aforesaid plat, and running thence with part of said northerly right of way line and with part of the southerly outline of said Parcel "M", as now surveyed

1. South 76°58'48" West, 224.30 feet to the southeasterly corner of outlot "A", as shown on a plat of subdivision entitled, "Parcel 1 and Outlot 'A' addition to SOUTHVIEW", and recorded among the aforesaid Land Records in Plat Book WWW 66 at Plat No. 5; thence

leaving said northerly right of way line and continuing along the southerly outline of said Parcel "M" and the northerly outline of the aforesaid Outlot "A", as now surveyed

- 2. North 86<sup>0</sup>37'29" West, 68.74 feet to a point; and
- 3. 34.77 feet along the arc of a curve, deflecting to the right having a radius of 929.05 feet and a chord bearing South 43°03'32" West, 34.77 feet to a point on the aforesaid northerly right of way line of Iverson Street; thence continuing along the southerly outline of said Parcel "M" and said northerly right of way line of Iverson Street, as now surveyed
- 4. South 76°58'48" West, 36.74 feet to a point intersecting the easterly right of way line of Oakcrest Drive, variable width, as shown on said first mentioned plat; thence with said easterly right of way line and an extension thereof across the aforesaid Huntley Avenue, the following four (4) courses as now surveyed, said easterly right of way line also being the westerly outline of said Parcel "M" and the aforesaid Parcel "L"
- 5. 32.12 feet along the arc of a curve, deflecting to the right, having a radius of 20.00 feet and a chord bearing North 57°00'42" West, 28.78 feet to a point of tangency;
- 6. North 11<sup>0</sup>00'12" West, 637.64 feet to a point of curvature;
- 7. 584.69 feet along the arc of a curve, deflecting to the left, having a radius of 500.00 feet and a chord bearing North 44°30'12" West, 551.94 feet to a point of tangency; and

- 8. North 78°00',12" West, 60.24 feet to a point on the northwesterly outline of said first mentioned plat, said point also being the southwesterly corner of said Parcel "L"; thence with the northwesterly, northerly and easterly outline of said first mentioned plat, the following three (3) courses, as now surveyed.
- 9. North 27<sup>0</sup>54'38" East, 103.88 feet to the northwesterly corner of said Parcel "L";
- 10. South 78°00'15" East, 831.00 feet to the northeasterly corner of said

  Parcel "L"; and
- 11. South 04°57'14" East, 889.99 feet to the place of beginning, containing 477,786.81 square feet or 10.9685 acres of land.