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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS made this 20th day of December, 1978, by NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, hereinafter referred to as the "Developer".

RECITALS

The Developer is the owner of certain land located in Prince George's County, Maryland, which is more particularly described in Exhibit "A" attached to this instrument and incorporated by reference. That land, together with such additional lands as may be subjected to this Declaration in the future, is referred to in this Declaration as the "Property". The Developer wishes to establish and assure a uniform plan for the development of the Property, and to enhance and protect the economic and aesthetic value and desirability of the Property and the health, safety and welfare of the residents of the Property.

NOW, THEREFORE, the Developer declares that the Property is hereby subjected to and shall be held, sold, occupied and conveyed subject to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements.

The Developer further declares that this Declaration and all amendments and supplements to this Declaration shall run with the land and shall be binding upon the Developer, the Association, each Owner, their heirs, successors and assigns, and all parties claiming under them or under this Declaration; and shall inure to the benefit of and be enforceable by the Developer, the Association, each Owner and all claiming under each owner.

Article I - Definitions

The words used in this Declaration which begin with capital letters (other than words which would normally be capitalized) shall have the meanings assigned to them in this Article unless such a meaning would be manifestly improper or unreasonable in the context in which a word is used.

1.01 "Annual Assessments" means the assessments levied by the Association in each of its fiscal years pursuant to Article IV.

1.02 "Assessments" means the Annual Assessments and any Special Assessments.

1.03 "Assessable Property" means all of the Property except whatever parts of it from time to time constitute Exempt Property.

1.04 "Association" means Enterprise Knolls Community Association, Inc., a Maryland nonstock corporation, its successors and assigns.

1.05 "Board of Directors" means the Board of Directors of the Association and the comparable governing body of any successor or assign of the Association.

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3.02. 1.06 "Class A Members" is defined in Section

1.07 "Class B Member" is defined in Section 3.02.

1.08 "Community Facilities" means all real property and the improvements thereon from time to time owned or leases by the Association for the common use and enjoyment of the Members. Such property may (but need not) include any common areas, public, neighborhood or community buildings, and vehicle parking areas.

1.09 "Covenants Committee" means the Committee so named and established in accordance with Article VII.

1.10 "Declaration" means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements as it may from time to time be amended or supplemented.

1.11 "Delinquent" is defined in Section 4.08(a).

1.12 "Developer" means National Permanent Federal Savings And Loan Association, its successors and assigns, provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer under this Declaration except those rights and obligations which (a) are specifically set forth in an instrument of succession or assignment, designating a party as the Developer for purposes of this Declaration and recorded in the land records of Prince George's County; or (b) pass by operation of law.

1.12 "Development Period" means the period beginning on the date of this Declaration and ending on the earlier of (a) the 10th anniversary of that date; (b) the bankruptcy, dissolution or liquidation of Developer, or if the Developer is an individual the bankruptcy, incompetency or death of said individual; or (c) the day after the date on which the Developer owns no part of the Property. Section 11.01 requires that certain First Mortgagees be notified of the termination of the Development Period.

1.14 "Easement Area" is defined in Section 10.01(b).

1.15 "Exempt Property" means the following portions of the Property:

(a) All land and Structures owned by the United States, the State of Maryland, Prince George's County, or any instrumentality or agency of any of them and used or held by it for a public purpose, for so long as any such governmental entity is the owner.

(b) All land and Structures and Community Facilities owned by the Association, for so long as the Association is the owner.

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(c) All land and Structures to the extent that they are exempt under applicable law from taxation by both Prince George's County and the State of Maryland.

(d) All land (and the Structures located on it) which is not shown upon any recorded subdivision plat.

1.16 "Federal Housing Administration" means the governmental agency of the United States of America which is so entitled and any agency or regulatory authority of the United States of America which succeeds it.

1.17 "First Mortgagee" means the Person or Persons who hold a first mortgage on a Lot, or are secured by a first deed of trust on a Lot, and who have notified the Association in writing that they hold it or are secured by it.

1.18 "Land Development Activity" means any building, construction, reconstruction or repair of a dwelling unit, and includes but is not limited to construction of roadways, curbing, sidewalks, utility services or any other Structure on a Lot or any other portion of the Property by the Developer and/or by other persons regularly engaged in the building or construction business pursuant to the written request or written approval of the Developer.

1.19 "Lot" means any plot of land shown upon any recorded subdivision map of the Property upon which a dwelling unit could be constructed in accordance with Prince George's County zoning ordinances. "Lot" does not mean Community Facilities.

1.20 "Member" means a member of the Association.

1.21 "Owner" means, with respect to any Lot, (a) the owner of record from time to time, whether one or more Persons, of (i) an interest in fee simple or (ii) a leasehold estate of 99 years or more, and (b) a contract seller of such an interest. The term "Owner" does not include the Association or any person having an interest in a Lot merely as security for the performance of an obligation, but does include a mortgagee who has acquired one of the above interests in a Lot by foreclosure or conveyance in lieu of foreclosure.

1.22 "Participating Builder" means a Person (a) designated in writing by the Developer as a Participating Builder, and (b) owning more than one Lot on which it is constructing dwelling units for sale.

1.23 "Party Wall" is defined in Section 5.01 as a wall built during original construction as a division wall common to Structures built on adjoining Lots.

1.24 "Person" means any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government (or any agency or political subdivision of a government) or any other legal entity.

1.25 "Property" means the land in Prince George's County, Maryland, which is described in Exhibit "A", together with whatever additional lands are subjected to this Declaration in the future.

1.26 "Resident" means all of the following:

(a) Each lessee of a Lot who actually occupies that Lot and who, if requested by the Secretary of the Association, has delivered a copy of his lease agreement, on which the signatures are reproduced, to the Secretary of the Association.

(b) Any person who actually resides on the Lot of (i) a lessee described in Subsection (a) or (ii) an Owner.

1.27 "Special Assessment" means any special charge established under Section 4.04.

1.28 "Structure" means all of the following:

(a) Any Community Facility.

(b) Any thing or object (other than trees, hedges less than two feet high, shrubbery, and landscaping), the placement of which upon any Lot may affect the appearance of the Lot, including but not limited to any building, garage, porch, shed, greenhouse, bathhouse, coop, cage, house trailer, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, signboard or other temporary or permanent improvement on the Lot.

(c) Any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot.

(d) Any change of more than six inches in the grade of any Lot.

Article II - Community Facilities

2.01 Rights of Enjoyment of Community Facilities.

(a) Each Owner shall have a right and nonexclusive easement of enjoyment in and to the Community Facilities. The right and easement shall be appurtenant to and shall pass with the title to his Lot.

(b) Each Resident shall have a nontransferable right to use and enjoy the Community Facilities, which right shall terminate when that person ceases to have the status of a Resident.

(c) The Board of Directors shall have the authority to (but shall not be required to) adopt, amend and enforce regulations which permit guests of an Owner or Resident to have, under conditions stated in the regulations, a revocable, nonexclusive license or privilege to use and enjoy all specified Community Facilities. The regulations may limit the number of such guests who may use any Community Facility at any one time and may prescribe reasonable fees for guests.

(d) The easements and rights provided for in Subsections (a) and (b) shall be subject to the following:

(i) The Association shall have the authority to adopt and amend (by action of the Board of Directors) and to enforce reasonable rules and regulations pertaining to the use of the Community Facilities, which shall enhance the preservation of the Community Facilities and the safety and convenience of the users of them.

(ii) The Association shall have the authority to establish and charge reasonable admission and other fees for the use of the Community Facilities.

(iii) The Association shall have the authority (by action of the Board of Directors) to suspend the right of any Resident and the right and easement of any Owner to use all or any portion of the Community Facilities for up to 60 days for a violation of this Declaration or an infraction of the Board's rules and regulations.

(iv) The Association shall have the authority under Section 4.09(c) to suspend (by action of the Board of Directors) the right of any Owner or Resident of a Lot to use the Community Facilities for so long as any part of an Assessment for the Lot is Delinquent.

(v) The Developer shall have the right to construct additional Community Facilities in accordance with Section 2.02.

(vi) The Association shall have the authority to grant easements or rights-of-way to any public utility corporation or public agency.

(vii) The Association shall have the power and authority from time to time, to borrow money for the purpose of constructing, equipping, improving or maintaining Community Facilities and to mortgage the Community Facilities as security for such borrowing. Such action may be taken only with the approval of (i) the Board of Directors, (ii) 66 2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for that purpose at which a quorum is present, and (iii) during the Development Period, the Class B Member voting in person or by proxy at such a meeting. Any such mortgage instrument shall provide that, in the event of a default, the lender's rights or the rights of any person succeeding to the interest

of the lender shall be limited to a right, after taking possession of the mortgaged property, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, at which time the possession of the properties must be returned to the Association and all rights of the Members hereunder shall be fully restored.

(viii) The Association, pursuant to Section 2.03, shall have the authority (with the approval of the Board of Directors) to convey or lease any part of the Community Facilities.

Article VIII. (ix) Utility easements as provided in

(x) All other easements, restrictions and rights or record to which the Community Facilities are subject.

2.02 Additional Community Facilities.

(a) The Developer may from time to time, during the Development Period, (i) construct additional Community Facilities on real property owned by the Association, and (ii) convey additional real property to the Association along with any Structure located on the additional property so long as the action has been approved by the Federal Housing Administration and the Veterans Administration. If the approval of either of those agencies has not been communicated to the Association within 60 days after written notice to them of the intended conveyance, then that agency shall be deemed to have approved it. If either agency communicates its disapproval to the Association within the 60-day period, then the conveyance may be made only with the approval of 66 2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for that purpose at which a quorum is present.

(b) The Association may not construct any capital addition or capital improvement to the Community Facilities or annex any additional Community Facilities (other than as provided in Section 2.02(a)) unless the addition, improvement, or annexation has been authorized by the Board of Directors. In addition, if the cost of such action and the cost of similar actions in the same fiscal year of the Association exceed in the aggregate \$10,000 plus an inflation factor as provided below, the action (and any necessary increase in the Annual Assessment) must also be approved by (i) 66 2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and (ii) during the Development Period, the Class B Member voting in person or by proxy at that meeting. The inflation factor for purposes of this paragraph shall be \$10,000 times the percentage increase in the "Consumer Price Index for all Urban

Consumers, Washington, D.C., Maryland and Virginia," published by the United States Department of Labor, Bureau of Labor Statistics from the date of this Declaration through the most recent publication of that index prior to the date the action is proposed. If the publication of that index ceases, the inflation factor shall be determined by means of (i) whatever index the U.S. Department of Labor designates as the successor to that index or (ii) if no such designation is made, whatever available index the Board of Directors in its sole discretion, deems closest to equivalent.

2.03 Conveyance of Community Facilities. The Association may at any time dedicate or transfer all or a part of the Community Facilities to any public agency, subject to Section 12.11 authority, or organization including, without limitation, Prince George's County, or to any nonprofit organization, upon such terms and conditions as are agreed upon by that agency, authority, or organization and the Association, including, without limitation, (a) provisions for the use of such Community Facilities by the public in general and (b) provisions for the maintenance and repair of the affected Community Facilities and the assessment of Owners and/or Residents for the costs of their maintenance and repair. No dedication or transfer shall be effective however, unless an instrument agreeing to it is signed by 66 2/3% of the Class A Members and, during the Development Period, by the Class B Member. Sections 11.02 and 11.04 require the consent of certain First Mortgagees and/or of the Veterans Administration and Federal Housing Administration for certain such actions. Any dedication or transfer shall be further subject to applicable laws and regulations governing Maryland nonstock corporations.

Article III - Association Membership,
Voting Rights, Meeting of Members

3.01 Organization of the Association. The Association has been or will be organized as a nonprofit, nonstock corporation under the laws of Maryland (i) to provide for the acquisition, construction, management, maintenance and care of the Community Facilities; (ii) to obtain, manage and maintain services for the Property, or sections thereof including, as necessary, refuse collection, street cleaning and snow plowing; and (iii) to take other actions which will promote the health, safety or welfare of the Owners and Residents. The Association is assigned such further duties and granted such powers as are prescribed by law and set forth in the Articles of Incorporation of the Association and in this Declaration, as all of them may be amended from time to time. The Articles of Incorporation and Bylaws of the Association may not be amended or interpreted so as to be inconsistent with this Declaration. No part of the net earnings of the Association shall inure (other than (a) by acquiring, constructing, or providing management, maintenance, and care of Community Facilities, and (b) by a rebate of any excess Annual Assessment, Special Assessment or other dues, or fees) to the benefit of any Member or individual.

3.02 Membership in the Association.

(a) The Association shall have the following classes of membership:

(i) Class A. All Owners shall be Class A Members (with the exception of the Developer prior to the transition date described in Section 3.03(d)). A Person shall automatically become a Class A Member upon becoming an Owner and shall remain a Class A Member for so long as he is an Owner. Class A membership shall be appurtenant to, and shall not be separated from, the status of Owner.

(ii) Class B. The Developer shall be the Class B Member.

3.03 Voting Rights of Members.

(a) Each Class A Member shall be entitled to one vote on each matter submitted to the Members for each Lot owned by him which is not Exempt Property. Any Class A Member who is in violation of this Declaration with respect to any Lot or is Delinquent in the payment of any Assessment on any Lot, as determined by the Board of Directors in accordance with this Declaration and its regulations, shall not be entitled to cast the vote of that Lot as long as the violation or Delinquency continues.

(b) If a Lot is owned by more than one Owner, the Owners shall be deemed to constitute a single Class A Member as to that Lot and shall collectively be entitled to a single vote for that Lot as to each matter submitted to the Members.

(c) The Class B Member shall be entitled to cast three votes on each matter submitted to the Members for each Lot owned by it which is not Exempt Property. If the Class B Member is Delinquent in the payment of any Assessment on any Lot, as determined by the Board of Directors in accordance with this Declaration and its regulations, the Class B Member shall not be entitled to cast the votes of that Lot as long as the Delinquency continues.

(d) The Class B membership shall terminate, and the Developer shall automatically become a Class A Member entitled to one vote on each matter submitted to the Members for each Lot owned by it which is not Exempt Property, upon the earlier of the following:

(i) The date upon which Class A Members become entitled to cast more votes than the Class B Member.

(ii) The expiration of the Development Period.

(e) Any vote of the Members shall be taken without regard to class of membership except in those instances where Maryland law, this Declaration, or the Articles of Incorporation or Bylaws of the Association expressly require the affirmative vote or approval of each class of membership.

3.04 Board of Directors.

(a) The business and affairs of the Association shall be managed by a Board of Directors elected by the Members without regard to class of membership.

(b) Until the first annual meeting of the Members, the initial Board of Directors shall consist of three directors named in the Articles of Incorporation or, if none are named there, elected by the Class B Member, who shall serve until their respective successors are elected and qualified.

(c) Beginning with the first annual meeting of the Members, Directors shall be elected by the Members. The number of directors shall be designated in the Bylaws.

3.05 Adoption of Further Rules and Regulations.

The Board of Directors may make whatever rules and regulations, consistent with the terms of this Declaration and the Association's Articles of Incorporation and Bylaws, it deems advisable with respect to any meeting of Members, proof of membership in the Association, evidence of right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and other matters concerning the conduct of meetings and voting.

3.06 Voting by Mail.

The Bylaws of the Association may provide for Members to vote by mail on a particular proposal or for the election of directors.

Article IV - Assessments

4.01 Purpose of Assessments.

Assessments shall be used exclusively to carry out business and responsibilities of the Association including, but not limited to (i) the acquisition, construction, management, maintenance and care of the Community Facilities and services; (ii) obtaining, managing and maintaining services for the Property, or sections of it including, as necessary, refuse collection, street cleaning and snow plowing; (iii) the insurance responsibilities assigned to the Association in Article VI; and (iv) promoting the recreation, health, safety and welfare of the Members.

4.02 Establishment of Annual Assessment.

(a) The Association may levy an Annual Assessment in each of its fiscal years against each Lot which is not Exempt Property. The amount of the Annual Assessment shall be established by the Board of Directors, subject to the limitations imposed by Section 4.03, at any time during the Association's fiscal year at least 30 days in advance of the beginning of each subsequent fiscal year. The first Annual Assessment imposed on each Lot shall be adjusted according to the number of months remaining in the fiscal year after the earlier of the Owner's date of purchase or date of occupancy.

(b) The amount of the Annual Assessment shall be determined by the Board of Directors.

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4.03. Maximum Assessments.

(a) Until December 31, 1979, the Annual Assessment imposed on each Lot in any fiscal year of the Association may not exceed the following amounts:

(i) \$50.00 for each single family detached home.

(ii) \$50.00 for each town house (i.e., a dwelling unit which has a Party Wall with one or more adjoining dwelling units).

These amounts are referred to in this Declaration as the "Maximum Annual Assessments."

(b) For each fiscal year of the Association beginning on or after January 1, 1979, the Board of Directors may increase the Maximum Annual Assessment for each type of home by the greater of (i) a factor of not more than 5% of the applicable Maximum Annual Assessment for the preceding fiscal year of the Association or (ii) the percentage increase, over the 12-month period ending 5 months before the end of the preceding fiscal year of the Association, in the "Consumer Price Index, for All Urban Consumers, Washington, D.C., Maryland, and Virginia", published by the United States Department of Labor, Bureau of Labor Statistics. If publication of that Index ceases, item (ii) shall be the percentage increase, over the same period, in (A) whatever index the U.S. Department of Labor designates as the successor to that index, or (B) if no such designation is made, whatever available index the Board of Directors, in its sole discretion, deems closest to equivalent.

(c) After December 31, 1979, the Maximum Annual Assessment for each type of home may be increased by more than would otherwise be permitted by Subsection (b), with the assent of (i) 66 2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and (ii) the Class B Member voting in person or by proxy at such a meeting.

4.04 Special Assessments. In addition to the Annual Assessments, the Association may levy a Special Assessment in any fiscal year of the Association, applicable to that fiscal year only and payable over not more than the next three succeeding fiscal years for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement to the Community Facilities, including fixtures and personal

property related to them. A Special Assessment must be approved by (i) 66 2/3% of the votes of the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and (ii) during the Development Period, the Class B Member voting in person or by proxy at such a meeting. Special Assessments shall be imposed against Lots which are not Exempt Property in the same proportions as Annual Assessments under Section 4.03(a).

4.05 Date of Commencement of Assessments. Annual Assessments shall commence on the first day of the month following the first conveyance of a Lot to an Owner other than the Developer or a Participating Builder.

4.06 Notice and Due Dates. Written notice specifying (i) the amount of each Assessment and (ii) the number and amounts of the installments by which each Assessment is to be paid, shall be given at least once yearly to the Owner of each Lot subject to Assessments. Each installment of an Annual Assessment shall be due on the later of (a) the due date established by the Board of Directors and specified in the notice, or (b) if the notice is mailed, on the tenth day following the date of mailing.

4.07 Covenant to Pay Assessments.

(a) **Owner.** Each Owner (including but not limited to a mortgagee who has become an Owner by foreclosure or conveyance in lieu of foreclosure), by his acceptance of a deed for a Lot, whether or not it is so expressed in that deed, shall be deemed to covenant and agree to pay to the Association all of the following:

(i) All Assessments levied on that Lot in accordance with this Declaration.

(ii) Interest on those Assessments under Section 4.08.

(iii) Costs of collection of those Assessments under Section 4.09.

(b) **Developer.** The Developer, both for itself or its successors and assigns, covenants and agrees to pay to the Association all of the following:

(i) All Assessments levied in accordance with this Declaration on Lots (other than Exempt Property) owned by the Developer.

(ii) Interest on those Assessments under Section 4.08.

(iii) Costs of collection of those Assessments under Section 4.09.

4.08 Delinquent Assessments.

(a) When Delinquent. If an Owner fails to pay any part of any Assessment within 30 days after the due date (as defined in Section 4.06), the unpaid amount shall be deemed "Delinquent", and the Owner shall be deemed "Delinquent" in the payment of that amount.

(b) Interest Charges. Any Delinquent amount shall automatically bear interest at the highest rate charged by the United States Government for late payment of Federal Income Taxes or at the highest rate legally permissible under Maryland law, whichever is less.

(c) The First Mortgagee of a Lot may be entitled, under Section 11.01(c), to notice that Assessments with respect to that Lot have become delinquent.

4.09 Enforcement Powers of Association. The Association shall have the power and authority to take any or all of the following actions, at its sole option and without necessity of any election of remedies, against any Delinquent Owner.

(a) Personal Judgment. The Association may sue the Owner for a personal judgment for the Delinquent amount, plus interest under Section 4.08(b) and its costs of collection, including but not limited to court costs and attorneys' fees.

(b) Enforce Lien. The Association may enforce and foreclose the lien imposed by Section 4.11(a). In any foreclosure sale or proceeding, the Association shall be entitled to recover the Delinquent amount, plus interest under Section 4.08(b), and its costs of collection, including but not limited to court costs, costs of any public or private sale, and attorneys' fees.

(c) Suspension of Use of Common Areas. For so long as an Owner remains Delinquent as to any Assessment with respect to a Lot, the Association may suspend any or all of the following:

(i) The Owner's right and easement of enjoyment in and to any or all Community Facilities.

(ii) The right of any Resident of the Lot to use and enjoy any or all Community Facilities.

(iii) The license and privilege of enjoyment of any guest or other Person claiming that license or privilege under or through the Owner, to use and enjoy any or all Community Facilities.

4.10 Suspension of Voting Rights. Under Section 3.03(a), for so long as any Assessment with respect to any Lot is Delinquent in whole or in part, as determined by the Board of Directors in accordance with this Declaration and its regulations, the Owner, whether he is a Class B Member, shall not be entitled to cast the vote or votes of that Lot.

4.11 Lien of Assessments.

(a) Imposition. All Assessments, together with interest under Section 4.08(b) and costs of collection under Section 4.09, shall be a charge on the land and shall be a continuing lien upon the Lot upon which they are levied.

(b) Personal Obligation. Each Assessment, together with interest under Section 4.08 and costs of collection under Section 4.09, shall also be the personal obligation of the Person who was the Owner of the affected Lot at the time when the Assessment fell due. The obligation shall not pass to the Owner's successors in title unless expressly assumed by them.

(c) No Waiver by Transfer or Non-Use. No Owner may waive or otherwise escape liability for any Assessment by abandonment or sale of his Lot or non-use of the Community Facilities.

4.12 Subordination. The lien of the Assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage or first deed of trust. The sale or transfer of any Lot pursuant to foreclosure of a first mortgage or first deed of trust or any proceeding in lieu of foreclosure, shall extinguish the lien of such Assessments as to payments which become due prior to the sale or transfer. Any other sale or transfer of any Lot shall neither (a) affect the lien of any prior Assessment upon the Lot, nor (b) relieve the Lot from (i) liability for any Assessments becoming due subsequently or (ii) the lien of those subsequent Assessments.

4.13 Reserves.

(a) The Association shall establish and maintain a reserve fund for replacement of the Community Facilities by the allocation and payment monthly to the reserve fund of an amount to be determined from time to time by the Board of Directors. The reserve fund shall constitute a common expense of the Association and may be deposited in any banking institution the accounts of which are insured by the United States Government or may, in the discretion of the Board of Directors, be invested in obligations of, or obligations which are fully guaranteed as to principal by, the United States Government. The reserve fund may be expended only for the purposes of (i) replacement of the Community Facilities; (ii) major repairs to sidewalks, parking areas, streets, or roadways developed as part of the Property; (iii) equipment replacement; and (iv) the Association's obligations.

(b) The Association may establish other reserves for such purposes as the Board of Directors considers appropriate.

(c) The proportional interest of any Owner in any reserve shall be an appurtenance of his Lot and shall not be

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separately withdrawn, assigned, or transferred or otherwise separated from the Lot, but shall be automatically transferred with the Lot.

4.14 Certificate of Payment. The Association shall, upon request and for a reasonable charge, furnish a certificate, signed by an officer of the Association, setting forth whether the Assessments on a specified Lot have been paid. Any such certificate, if properly executed, shall be binding upon the Association as of the date of its issuance.

Article V - Party Walls

5.01 Definition. Each wall built during original construction as a division wall common to structures built on adjoining Lots shall be a "Party Wall." Each of the Owners of adjoining Lots shall own in severalty so much of any Party Wall as stands upon his Lot, subject to the covenants, easements and restrictions provided for in this Declaration. A Party Wall shall not include the decorated surface within a home or any finishing materials or items applied to that surface (including but not limited to paint, lacquer, varnish, wallpaper, tile, carpeting or paneling).

5.02 Covenants, Easements and Restrictions. The following covenants, easements, and restrictions shall govern use, maintenance, reconstruction and improvement of Party Walls:

(a) Easement of Use. The Owner of a Structure shall have the right and easement to use so much of any Party Wall as is owned by an adjoining Owner for any purpose not inconsistent with joint use of the wall or prohibited in this Declaration. This right of use shall include the right to enter the Lot and Structure of an adjoining Owner at reasonable times and as reasonably necessary to maintain, repair, reconstruct or improve the Party Wall or any Structure.

(b) Maintenance of Structural Integrity. The expense of repair and maintenance for the purpose of maintaining the structural integrity of a Party Wall shall be borne equally by Owners of Structures divided by it. However, if an Owner or anyone for whose act an Owner would be legally liable causes a Party Wall to be exposed to the elements by any act whether negligent, willful, or intentional, that Owner shall bear the entire cost of weatherproofing the Party Wall to protect it from the elements.

(c) Damage or Destruction. In the event of damage or destruction of a Party Wall, then repair or reconstruction shall be undertaken as provided in this Article. The expense of repair or reconstruction of a Party Wall shall be borne equally by Owners of the Structures divided by it regardless of each Owner's interest in the Party Wall. Nothing in this Article shall be construed to release any Owner from liability for damages caused by him or his negligence or willful misconduct.

(d) Prohibited Uses. No one subject to this Declaration may make openings in a Party Wall, decrease or increase the thickness of a Party Wall, add to or extend a Party Wall or place or construct chimney flues or fireplaces against a Party Wall without the consent of both the Association and adjoining Owners.

Article VI - Damage or Destruction
of Structures and Insurance

6.01 Required Insurance

(a) The Association shall procure and maintain the following insurance coverages:

(i) Coverage of all Community Facilities and other Structures located on land owned by the Association, against loss or damage by fire, lightning, and such other perils as are comprehended within the term "extended coverage", including but not limited to vandalism and malicious mischief, debris removal, and windstorm and water damage. The named insureds shall be the Association, and, as to any property which the Association has mortgaged, the mortgagee of that property, as interests may appear. The coverage shall be in an amount not less than 100% of the current replacement costs of the insured Structures without deduction for depreciation and the policy or policies shall include language calling for automatic increases in that coverage in response to general inflation as measured by an appropriate index.

(ii) Coverage insuring the Association against liability for bodily injury, disease, illness, or death and for injury to or destruction of property occurring upon or arising from the authorized or unauthorized use of any Community Facility or other property owned or controlled by the Association. The coverage shall be in whatever amounts and subject to whatever deductibles and exclusions the Board of Directors considers prudent.

(iii) All other bonds and insurance coverages required by the Federal National Mortgage Association, Government National Mortgage Association, or Federal Home Loan Mortgage Corporation, for so long as each of them is an Owner or First Mortgagee of any Lot.

(b) The Association may also procure and maintain whatever other insurance coverage the Board of Directors considers necessary or appropriate, including but not limited to directors' and officers' liability insurance.

(c) Insurance premiums for the coverage required and authorized by this Section shall be paid from the Association's revenues from Annual Assessments.

(d) All insurance policies must contain language requiring the insurer to give the Association 30 days' prior notice of any expiration, cancellation, or change in premiums or coverage.

6.02 Annual Review. The Board of Directors shall annually conduct a thorough review of the terms and adequacy of coverage of all insurance policies held by the Association.

6.03 Uninsured Loss or Insufficient Proceeds. If a Structure owned by the Association suffers damage or destruction from any cause which is not insured against or the insurance proceeds from which are not sufficient to pay all costs of repair or reconstruction, then the repair or reconstruction shall constitute a capital improvement for which a Special Assessment may be made.

6.04 Rights of Mortgagees

(a) Section 11.01 requires notice to certain First Mortgagees of (i) certain casualty losses to Community Facilities and (ii) cancellation or nonrenewal of certain insurance coverages.

(b) Section 11.02 requires consent of certain First Mortgagees for certain uses of insurance proceeds.

Article VII - Covenants Committee

7.01 Composition and Appointment. A Covenants Committee shall be appointed by the Board of Directors. The Committee shall initially consist of 3 members, but may thereafter be increased or decreased in size by the Board of Directors, from time to time, to not more than 7 members or less than 3 members. Members of the Covenants Committee shall serve for a term of one year, or until their successors are elected and qualified. Any vacancy in the membership of the Covenants Committee shall be filled by the Board of Directors for the remaining portion of the term of the originally appointed member. If any vacancy occurs, the remaining members of the Covenants Committee may continue to act until the vacancy has been filled. Any member may be removed with or without cause by the Board of Directors.

7.02 Powers and Duties

(a) The Covenants Committee shall serve as an architectural review board and regulate the external design, appearance and location of Lots and Structures so as to enforce the architectural provisions of this Declaration, preserve and enhance values, and maintain a harmonious relationship among Structures.

(b) The Covenants Committee shall have whatever other duties and authority the Board of Directors may from time to time assign to it in connection with the enforcement of this Declaration and the Articles of Incorporation and Bylaws of the Association.

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(c) Any decision or determination of the Covenants Committee may be appealed by the affected Member to the Board of Directors.

7.03 Submission of Plans to Covenants Committee for Approval.

(a) No Structure shall be erected, placed, moved onto or permitted on any Lot, nor shall any existing Structure be removed or altered in any way which materially changes its exterior appearance until plans and specifications for the proposed action have been approved in writing by the Covenants Committee. The plans and specifications shall be in whatever form and shall contain whatever information the Covenants Committee may reasonably require, but shall in all cases include all of the following:

(i) A site plan showing the location of all proposed and existing Structures on the Lot and all existing Structures on adjoining Lots.

(ii) Exterior elevations for the proposed Structure.

(iii) Specifications of materials, color scheme and other details affecting the exterior appearance of the proposed Structure.

(iv) A description of the plans for landscaping or grading.

(b) The provisions of this Section shall not apply to Land Development Activity.

7.04 Approval of Plans and Specifications

(a) Any approval or disapproval of a proposed action by the Covenants Committee shall be in writing. In denying any application, the Covenants Committee shall specify the reasons for the denial. The Covenants Committee may approve an application subject to whatever conditions and qualifications it or the Board deems appropriate to enforce the architectural provisions of this Declaration.

(b) The Committee may establish guidelines or regulations to govern particular issues, and is required to do so as to issues specified in Section 8.03, 8.05, 8.06, 8.10, and 8.11.

7.05 Failure of the Covenants Committee to Act.

If the Covenants Committee fails to act upon any request submitted to it within 30 days after submission, the request shall be deemed approved as submitted, and no further action by the Committee shall be required.

7.06 Rules, Regulations and Policy Statements.

The Covenants Committee may adopt, from time to time, subject to the approval of the Board of Directors, reasonable rules and regulations pertaining to its authorized duties and

activities. It may from time to time issue statements of policy with respect to architectural standards and other matters on which it is authorized to act. It shall adopt rules of procedure, subject to the approval of the Board of Directors, which shall include provisions substantially to the following effect:

(a) The Committee shall hold regular meetings at least once every year and more frequently, if necessary. Meetings of the Committee may be called by the Chairman of the Board and by a majority of the members of the Committee.

(b) A majority of the members of the Committee present at any meeting shall constitute a quorum.

(c) The Committee shall maintain minutes of its meetings and a record of the votes taken.

(d) All meetings of the Committee shall be open to the Members of the Association and any vote of the Committee shall be taken at an open meeting. However, this shall not prevent the Committee from meeting in closed session or executive session to discuss matters before the Board.

(e) A copy of all minutes, rules, regulations and policy statements of the Committee shall be filed with the records of the Association as a permanent public record. The Association shall make copies of the above available to any interested person at a reasonable cost or shall make them available to any interested person for copying.

7.07 Expenses of the Covenants Committee. The Covenants Committee may charge reasonable fees for the processing of any requests, plans and specifications. The Association shall pay all ordinary and necessary expenses of the Covenants Committee. However, no member of the Covenants Committee shall be paid any salary or receive any other form of compensation from the Association during the Development Period (except reimbursement for reasonable and necessary expenses incurred in connection with his service on the Committee) unless approved by (i) the Board of Directors, (ii) 66 2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and (iii) the Class B Member voting in person or by proxy at such a meeting.

7.08 Right of Entry. The Association and the Covenants Committee through their authorized officers, employees and agents shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether the Lot or any Structure on it is in compliance with the provisions of this Article, Article V, and Article VIII, without the Association, the Covenants Committee or the officer, employee or agent being deemed to have committed a trespass or wrongful act.

7.09 Land Development. Notwithstanding any other provisions of this Declaration, no Land Development Activity (as defined in Section 1.18) shall require the approval of or be subject to review by the Covenants Committee.

7.10 Amendment. Any Amendment of this Article requires the approval of First Mortgagees under Section 11.02.

Article VIII - General Restrictions on the Use of Lots and Improvements to Lots

8.01 Zoning Regulations. No Lot shall be used for any purpose not permitted by Prince George's County zoning ordinances or the applicable laws or regulations of any governmental authority. This restriction shall not apply to any use for which a special exception under Prince George's County zoning ordinances or other governing regulations is finally granted, provided the use is also approved in writing by the Covenants Committee. The right to limit or restrict the use of a particular Lot in addition to the restrictions imposed by zoning ordinances, laws, and regulations is reserved under the provisions of this Declaration.

8.02 No Use Contrary to Law and No Nuisances. No noxious or offensive trade, service or activity may be conducted on any portion of the Property nor shall anything be done on the Property which may be or become a continuing annoyance, hazard, or nuisance to Owners or Residents. No use of any Lot or any Structure shall be made, nor shall any materials or products be manufactured, processed or stored on a Lot or in a Structure, in violation of federal, state or local laws or regulations or resulting undue fire hazard to adjoining Lots or Structures. This provision shall not be construed to prohibit the conduct of professional services in residential areas with the approval of the Covenants Committee.

8.03 Structures. The architectural character of all Structures and alterations of or additions or improvements to them (other than interior alterations not affecting external appearance), when visually related to each other and the surrounding natural environment, shall be, in the opinion of the Covenants Committee, harmonious in terms of type, size, scale, form, color, and material. No Structure shall be painted, stuccoed or surfaced with any material unless approved in writing by the Covenants Committee in accordance with objective, performance-oriented guidelines established by that Committee. Screens or parapets shall be used to organize and aesthetically shield mechanical equipment from public view.

8.04 Screens and Fences. Fences, walls and screens shall be of material and height necessary to accomplish stated objectives of the Owner or Resident appropriate to his type of land use on a Lot. Efforts shall be made to develop fences, walls, and screens with appropriate landscape

treatment and coloring to blend them harmoniously with the surrounding environment, including topography, architecture and planting. Fence, wall and screen location, height, material, treatment and color shall be subject to written approval by the Covenants Committee which will consider, among other things, the use intended and the impact on the neighborhood, particularly adjacent Lots.

8.05 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 an approved Structure, shall be permitted and no refuse or trash shall be kept, stored or allowed to accumulate on any Lot, unless such item is visually screened in a manner approved in writing by the Covenants Committee. No outside storage and operations shall extend above the top of any such screening. 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 the 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 Covenants Committee will formulate and adopt reasonable regulations as to the size, shape, color and type container permitted and the manner of storage of same on any Lot.

8.06 Signs and Street Furniture. The locations, color, nature, size, design and construction of all signs, lights and other street furniture shall be approved in writing by the Covenants Committee, and must in keeping with the character of the Property and accord with guidelines to be established by the Covenants Committee.

8.07 Commercial Vehicles. No commercial truck, commercial bus or other commercial vehicle of any kind shall be permitted to be kept or parked overnight upon any portion of the property without the written approval of the Covenants Committee.

8.08 Recreation Vehicles. No boat, trailer, tent, or any structure of a temporary character, motor home or portable vehicle other than automobiles shall remain parked in a location visible from any roadway for a period exceeding 4 days in any consecutive 7-day period without the written approval of the Covenants Committee.

8.09 Animals. No livestock, poultry or other animals shall be kept on any Lot or for breeding purposes, and in no event shall any stable, barn, coop or other shelter for animals or for the storage of materials be placed or maintained upon any Lot, except as approved in writing by the Covenants Committee. Dogs, cats and other household pets may be kept on the property provided that the total of such household pets does not exceed 4 per Lot and they are not raised or bred for any commercial purposes.

8.10 Air and Water Pollution. No use of any Lot will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards to be established by the Covenants Committee, and approved by the Board of Directors. The environmental standards shall at a minimum meet the requirements of federal and state law and regulations applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property in violation of any regulations of Prince George's County sanitary authorities or any private or public body having jurisdiction. No person shall dump garbage, trash or other refuse into any waterway on the Property.

8.11 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 according to standards set by the Covenants Committee and approved by the Board of Directors. The standards will take into consideration the need for providing effective site development to:

- (a) enhance the site and building,
- (b) screen undesirable areas or views,
- (c) establish acceptable relationships between buildings, parking and adjacent properties, and
- (d) control drainage and erosion.

As required by the Covenants Committee, existing trees shall be retained, buffer areas established and the natural contour of the land respected. No tree (a) having a diameter of more than four inches, measured two feet above the ground level, and (b) lying outside the approved building area shall be removed without the written approval of the Covenants Committee. No chemical fertilizers, pesticides, or herbicides other than those approved by the Covenants Committee shall be used on any of the Property. The Covenants Committee may require special treatment of slopes, construction of walls and wells, and use of stone fills and drains to preserve trees that cannot otherwise be saved.

8.12 Maintenance of Premises and Improvements. Each Owner or Resident 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 Resident 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 Covenants Committee.

8.13 Enforcement of Maintenance

(a) The Covenants Committee, or its agent, during normal business hours, shall have the right to do any and all maintenance work reasonably necessary in the written opinion of the Covenants Committee, to keep any Lot, whether unimproved, improved or vacant, in neat and good order. Before doing any such work, the Covenants Committee shall give the Owner of the affected Lot 10 days' written notice describing the work to be done, and shall proceed with the work only if the Owner has not taken reasonable steps to do it or have it done before the 10-day period expires. The cost and expense of the work shall be paid by the Owner to the Covenants Committee upon written demand and, if not paid within 30 days, will become a lien upon the Lot which shall be enforceable in the same manner as, and have the same priority relative to other liens as, the lien of the Annual Assessment.

(b) The Covenants Committee, or its agent, shall have the right (upon the same notice and conditions as specified in Subsection (a)) to trim or prune, at the expense of the Owner or Resident, any hedge, tree or any other planting that, in the written opinion of the Covenants Committee, by reasons of its location on the Lot or the height to or the manner in which it is permitted to grow, is detrimental to the adjoining Lots or is unattractive in appearance.

8.14 Maintenance During Construction. During construction it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

8.15 Miscellaneous. Without prior approval of the Covenants Committee:

(a) No water pipe, gas pipe, sewer pipe, or drainage pipe, or industrial process pipe, except hoses and movable piping used for irrigation purposes, may be installed or maintained on any Lot above the surface of the ground.

(b) No previously approved Structure may be used for any purpose other than that for which it was originally designed.

(c) No Lot may be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, unless by deed of correction in accordance with Prince George's County requirements.

(d) No facility, including but not limited to, poles, wires and conduits for transmission of electricity, telephone messages and the like may be placed and maintained above the surface of the ground on any Lot and no external or outside antennas of any kind may be maintained;

(e) No Lot may be used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface natural resources, which would tend to conflict with the surface development in accordance with federal, state or local laws or regulations.

8.16 Land Development Activity

(a) This Article shall not be applicable to Land Development Activity. Without limiting the generality of this exclusion, the Developer and any Persons designated in a writing signed by the Developer and transmitted to the Secretary of the Association shall have all of the following rights in connection with Land Development Activity and construction and sale of homes:

(i) The right to construct, install, operate and/or maintain on the Property one or more construction or management control offices in homes, field office trailers or other temporary facilities.

(ii) The right to construct, install, operate and/or maintain one or more model homes and sales offices on the Property. The models and offices may be owned or leased by the Developer or the designated Person.

(b) Land development and sales activity shall in all events be subject to Prince George's County zoning ordinances and all other applicable laws and regulations of governmental authorities.

8.17 Effect on First Mortgages. No violation of this Article shall affect the validity of any first mortgage.

8.18 Amendment. Any amendment of this Article requires the approval of First Mortgages under Section 11.02.

Article IX - Covenant for Staged Development

9.01 Additions by the Developer. The Developer hereby reserves the Right at any time within the Development Period, and for a period of 12 months after the end of the Development Period, to subject to this Declaration any additional land which adjoins the Property so long as that action has been approved by the Federal Housing Administration and the Veterans Administration. If disapproval has not been communicated to the Developer within 60 days after written notice to such agencies of the intended annexation, the agencies shall be deemed to have consented to the annexation. Action by the Developer under this Section shall not require the consent of the Class A Members.

Article X - Easements.10.01 Utility Easements

(a) There is hereby reserved an easement upon, across, over, through and under the "Easement Area" of each Lot and over any Community Facility for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems and for other land development activity. By virtue of this easement, the Developer or the providing utility or service company may install and maintain facilities and equipment on the Property, excavate for such purposes and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of homes providing the company restores disturbed areas substantially to the condition in which they were found.

(b) "Easement Area" means (i) those areas on each Lot with respect to which easements are shown on the recorded subdivision plat; or (ii) if no easements are shown on the recorded plat, a strip of land within the Lot lines of each Lot, 10 feet in width in front and 7 1/2 feet in width at the rear and on each side, each distance being measured from the Lot line toward the center of the Lot. Any such Easement Area shall be extinguished, however, as to any area upon which a home has been constructed unless the easement has been specifically reserved in a subdivision plat or other instrument of record.

10.02 Developer's Easement to Correct Drainage.

For a period of two years from the date of conveyance of each Lot, the Developer reserves an easement and right on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. This right includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary. The Developer shall restore the affected property to its original condition as nearly as practicable. The Developer shall give all affected Owners reasonable notice of intent to take such action unless in the opinion of the Developer an emergency exists which precludes such notice.

10.03 Easement for Governmental Personnel.

A right of entry on any Lot or Community Facility is hereby granted to law enforcement officers, fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access.

Article XI - Notice to and Rights and
Consent of Certain Mortgagees and Government Agencies

11.01 Notice to First Mortgagees

(a) The Association shall provide written notice of any or all of the following events to any First Mortgagee which has, in writing, informed the Secretary of the Association of its First Mortgagee status and requested such treatment:

- (i) Termination of the Development Period.
 - (ii) Any material amendment to:
 - (A) This Declaration; or
 - (B) The Articles of Incorporation of the Association; or
 - (C) The Bylaws of the Association.
 - (iii) Any decision by the Association to terminate professional management and assume self-management of the Community Facilities.
 - (iv) Any proposal or proceeding for the acquisition of any part of the Community Facilities by condemnation or eminent domain.
 - (v) Any damage to or destruction of any part of the Community Facilities exceeding \$10,000.
 - (vi) Cancellation, or expiration without renewal, of any hazard insurance coverage for Community Facilities required by Section 6.01(a)(i).
- (b) All notices and documents required to be provided to Class A Members or Owners under this Declaration or under the Articles of Incorporation or Bylaws of the Association shall, upon prior written request by a First Mortgagee to the Secretary of the Association, be provided to the First Mortgagee at the same time as provided to Class A Members or Owners.
- (c) A First Mortgagee of a Lot who has informed the Secretary of the Association of its first mortgagee status shall be entitled to notice of any Assessment levied on that Lot which has become Delinquent.

11.02 Consent of First Mortgagees. Notwithstanding compliance with the other provisions of this Declaration with regard to such actions, unless at least 75% of the First Mortgagees (based upon one vote for each Lot subject to a First Mortgage) have given their prior written approval, the Association shall not be entitled to do any of the following by act or omission:

- (a) Abandon, sell, or transfer any Community Facilities (except for the granting of easements for public utilities or other public purposes consistent with the intended use of the Community Facilities by the Association).

- (b) Mortgage any Community Facility.
- (c) Partition or subdivide any Community Facility.
- (d) Change the method of determining Assessments or any other charges payable to the Association by Owners.
- (e) Use insurance proceeds from any damage to or destruction of a Community Facility for any purpose other than the repair or reconstruction of the damaged or destroyed Community Facility.
- (f) Amend any provision of Article VII or Article VIII.

11.03 Other Rights of Mortgagees

- (a) Any First Mortgagee may designate a representative (who shall have no voting privileges) to attend any meeting of the Members.
- (b) Any First Mortgagee which has, in writing, informed the Secretary of the Association of its First Mortgagee status and requested such treatment shall:
 - (i) Have the right to inspect the books and records of the Association during normal business hours.
 - (ii) Be provided by the Association with a copy of the annual audited financial statement of the Association for each fiscal year of the Association within 90 days after the end of that fiscal year.

11.04 Consent of Federal Agencies. Notwithstanding compliance with the other provisions of this Declaration with regard to such actions, as long as the Developer is the Class B Member, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

- (a) Annexation of additional properties.
- (b) Dedication of Community Facilities.
- (c) Amendment of this Declaration.

If the approval of one of these agencies has not been communicated to the Association within 10 days after written notice to it of the intended action, then that agency shall be deemed to have approved it.

11.05 Consent of Maryland - National Capital Park and Planning Commission. Any sale, transfer, assignment, dedication or donation of any common areas or Community Facilities, or any part of either, in fee or otherwise, whether by the Association or the Developer, shall require approval of the Prince George's County Planning Board of the

Maryland-National Capital Park and Planning Commission (the "Commission"), such approval not to be unreasonably withheld. The Commission shall also have the right to bring any action for any legal or equitable relief necessary to enforce this Section. In addition, this Section may not be amended or deleted from this Declaration, nor may the rights, privileges and obligations afforded to the Prince George's Planning Board of the Maryland-National Capital Park and Planning Commission as set forth in this Section be subject to any amendment procedure.

Article XII - General Provisions

12.01 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years unless amended or terminated as provided in this Article.

12.02 Amendment or Termination

(a) By Owners. The provisions of this Declaration may be amended in whole or in part or terminated by a recorded instrument executed by Owners of at least 90% of all Lots during the initial 20 years following the date on which this Declaration is recorded. After expiration of that 20-year period, this Declaration may be amended or terminated by a recorded instrument executed by Owners of at least 75% of all Lots. Any amendment or termination during the Development Period shall become effective only with the written consent of the Developer.

(b) By Developer. Notwithstanding Subsection (a), the Developer reserves the right to amend this Declaration during the Development Period without the consent of any Owners, Residents or other Persons claiming an interest in the Property or the Association if the amendment is necessary to bring this Declaration into compliance with any regulation or requirement of the Federal Housing Administration, the Veterans Administration or Prince George's County.

(c) Certain amendments of this Declaration require the approval of (i) First Mortgagees under Section 11.02 and/or (ii) the Federal Housing Administration and the Veterans Administration under Section 11.04.

12.03 Enforcement. The Association, or any Owner, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now imposed or imposed in the future by the provisions of this Declaration or the Articles of Incorporation or Bylaws of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction shall not be deemed a waiver of the right to do so in the future. The provisions of this Section shall be in addition to and not in limitation of any rights or remedies provided in other Sections of this Declaration.

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

12.05 Construction. The Board of Directors shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction shall be final and binding as to all persons and entitles benefitted or bound by this Declaration.

12.06 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision.

12.07 Headings and Cross References. The headings of the Articles and Sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration. Any references in this Declaration to an "Article" or to a "Section" or "Subsection" shall be construed, respectively, as referring to an article of this Declaration; a section of this Declaration; or a subsection of the section of this Declaration in which the reference appears.

12.08 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

12.09 Lease of Parcel. No Owner of a Lot or Structure shall lease the Lot or Structure or part of either unless the lease is in writing and expressly provides that (a) its terms shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation, Bylaws, and regulations of the Associations, and (b) any failure by the lessee to comply with the terms of those documents shall be a default under the lease.

12.10 Encroachments. In the event any portion of a Structure inadvertently encroaches upon any Community Facility as a result of the construction, repair, shifting, settlement, or movement of any Structure, a valid easement for the encroachment and for its maintenance shall exist so long as the encroachment exists.

IN TESTIMONY WHEREOF, the said NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, hath on the 20th day of December, 1978, caused these presents to be signed by EDGAR F. PETERSON its President, attested by its Secretary, and its corporate seal to be hereunto affixed;

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and doth hereby appoint EDGAR F. PETERSON its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed, and that the herein grant is not substantially all of the assets of the grantor herein.

NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION

By Edgar F. Peterson
EDGAR F. PETERSON, President

ATTEST:

Charlotte Kodrich
CHARLOTTE KODRICH, Secretary
Corporate Sec

STATE OF ~~ILLINOIS~~
DISTRICT
COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this 20TH day of December, 1978, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared EDGAR F. PETERSON who is personally well known to me as the person named as attorney in fact in the foregoing Deed, bearing date on the 20TH day of December, 1978, and hereto annexed, and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of the grantor therein.

GIVEN under my hand and seal this 20TH day of December, 1978

HOWARD N. MILLNER
NOTARY PUBLIC, D. C.

My Comm. Expires: Sept. 30, 1981

Howard N. Millner
Notary.

I, CHARLOTTE KODRICH, Secretary of National Permanent Federal Savings and Loan Association do hereby certify that the foregoing deed was executed in strict conformity with a resolution of the Board of Directors of the said National Permanent Federal Savings and Loan Association a corporation organized under the laws of the United States, passed at a duly called meeting of said corporation, held on November 24, 1978.

Charlotte Kodrich
CHARLOTTE KODRICH, Secretary

CERTIFICATION

I certify that the above instrument was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

A. Lee Haislip, Jr.
A. Lee Haislip, Jr., Attorney

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EXHIBIT A

Certain real property located in the 13th or Kent Election District, Prince George's County, Maryland, being (1) Lots 1 through 24 and Parcel A, Block A and Lots 1 through 34 and Parcel B, Block B, as per Plat Two, Enterprise Knolls; (2) Lots 25 through 77 and Parcel C, Block A, as per Plat Three, Enterprise Knolls; and Lots 35 through 90 and Parcel D, Block B, as per Plat Four, Enterprise Knolls, all recorded or to be recorded among the Land Records of Prince George's County, Maryland.

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EXHIBIT "A"

All that certain real property located in teh 13th or Kent District of Prince George's County, Maryland, as shown on plats recorded or to be recorded among the Land Records of the aforesaid County and described as follows:

Plat Five, Lots 91 thru 134 and Lots 231 thru 247 and Parcel "H", Block B (being a resubdivision of the residue of Parcel "C" and all of Lots 35 thru 77, Block A, and part of Hallandale Terrace and the residue of Lots 35, 36, 70, 71 and Parcel "D" and all of Lots 37 thru 41, Block B), ENTERPRISE KNOLLS, to be recorded.

Being a part of the lands conveyed by Pat Bottalico, Jr., General Partner under the Enterprise Road Partnership Agreement, to National Permanent Federal Savings and Loan Association, by deed dated November 20, 1978, and recorded among the Land Records of Prince George's County, Maryland, in Liber 5029 at Folio 211.

AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

ENTERPRISE KNOLLS

THIS DECLARATION, made this 14th day of July, 1980
by NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, a Maryland
Corporation, hereinafter referred to as the "Developer",

W I T N E S S E T H:

WHEREAS the Developer, by Declaration of Covenants, Conditions and Restrictions, dated December 20, 1978 and recorded in Liber 5041, at folio 470 of the Land Records of Prince Georges County, Maryland, did subject certain property in Enterprise Knolls Subdivision of Prince Georges County, Maryland, to the easements, restrictions, covenants and conditions set forth therein; and

WHEREAS, the Developer, pursuant to Article XII, Section 12.02 (a) and (b), as sole owner and Developer, has the sole right to amend said Declaration;

NOW THEREFORE, the Developer declares said Declaration to be amended as set forth below, and declares the property described therein to be subject to said Declaration as amended herein:

Section 1: Article I, Section 1.08, shall be amended to read as follows:

'1.08 "Community Facilities" means all real property and the improvements thereon, including common areas owned or leased by the Association for the common use and enjoyment of the Members. The Common areas to be owned by the Association at the time of the conveyance of the first lot are those areas, including private roads, described in Exhibit B, attached hereto and made a part hereof.'

Section 2: Article II, Section 2.01(d) shall be amended by adding thereto a new sub-subsection (xi):

'(xi) the right of individual owners to the exclusive use of parking spaces as provided in this article.'

Section 3: Article II, Section 2.01 shall be amended by adding thereto a new subsection (e):

'(e) Ownership of each Lot shall entitle the Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one vehicle parking space for each dwelling.'

Section 4: The property description contained in Exhibit 'A' of said Declaration shall be amended to read the same as Exhibit 'A' to this Amended Declaration, attached hereto and incorporated herein, in order to reflect the new plat references to the property subject to the Declaration and this Amendment.

Section 5: Exhibit 'B' is attached hereto and incorporated herein, for the purpose of describing common areas to be held by the Association prior to the conveyance of the first Lot.

Section 6: Article IV, Section 4.03(a)(i) and (ii) shall be amended by changing the maximum Annual Assessments from \$50.00 to \$200.00 for each single family detached home and for each town house.

IN TESTIMONY WHEREOF, the said National Permanent Federal Savings and Loan Association has caused these presents to be executed in its corporate name by its president, with its corporate seal hereunto affixed, attested by its secretary on the date first above written.

NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION

ATTEST:

[Handwritten signature]

BY: *[Handwritten signature: Edgar F. Peterson, President]*

~~STATE OF~~
~~DISTRICT~~
~~COUNTY OF~~ COLUMBIA

, TO WIT:

I HEREBY CERTIFY that on this 14th day of July, 1980, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared in said State and County, EDGAR F. PETERSON, who made oath in due form of law that he is the duly elected and acting president of NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, Declarant in the foregoing Amended Declaration of Covenants, Conditions and Restrictions, and he acknowledged said Declaration to be the act and deed of said corporation, executed by authority of its Board of Directors.

WITNESS my hand and seal this 14th day of July, 1980.

[Handwritten signature: Howard N. Millner]

Notary Public
HOWARD N. MILLNER
NOTARY PUBLIC, D.C.

My Commission Expires:

My Commission Expires Sept. 30, 1981

5307 112

EXHIBIT "A"

All that certain real property located in the 13th or Kent District of Prince George's County, Maryland, as shown on plats recorded or to be recorded among the Land Records of the aforesaid County and described as follows:

Plat One, Parcel "E" Enterprise Knolls; Plat Two, Lots 1 thru 24, Block "A", Lots 1 thru 34, Block "B", Enterprise Knolls, recorded in Plat Book 102 at plat 15; Plat Three, Lots 25 thru 34, Block "A", Enterprise Knolls, recorded in Plat Book 102 at plat 16; Plat Five, Lots 35 thru 73, Block "B" and Parcel "F", Enterprise Knolls; Plat Six, Lots 74 thru 134, Block "B" and Parcel "G", Enterprise Knolls; and Plat Seven, Lots 135 thru 191, Block "B" and Parcel "H", Enterprise Knolls; being a part of the lands conveyed by Pat Bottalico, Jr., General Partner under the Enterprise Road Partnership Agreement, to National Permanent Federal Savings and Loan Association, by deed dated November 20, 1978, and recorded among the Land Records of Prince George's County, Maryland, in Liber 5029 at Folio 211.

EXHIBIT "B"

All that certain real property located in the 13th or Kent District of Prince George's County, Maryland, as shown on plats recorded or to be recorded among the Land Records of the aforesaid County and described as follows:

Plat One, Parcel "E", Enterprise Knolls; Plat Five, Parcel "F", Enterprise Knolls; Plat Six, Parcel "G", Enterprise Knolls; and Plat Seven, Parcel "H", Enterprise Knolls; being a part of the lands conveyed by Pat Bottalico, Jr., General Partner under the Enterprise Road Partnership Agreement, to National Permanent Federal Savings and Loan Association, by deed dated November 20, 1978, and recorded among the Land Records of Prince George's County, Maryland, in Liber 5029 at Folio 211.

5431 / 748
re-record 5443 / ~~529~~ 522
SECOND AMENDMENT.

TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

ENTERPRISE KNOLLS

THIS AMENDMENT, made this 14 day of July, 1981,
by NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation
organized under the laws of the United States, "Developer",

WITNESSES THAT:

1. Pursuant to Article IX of that certain Declaration of Coventants,
Conditions and Restrictions recorded among the Land Records of Prince George's
County, Maryland, in Liber 5041 at folio 470, as amended by that certain
Amended Declaration recorded among the aforesaid Land Records in Liber 5307
at folio 110, the Developer declares that the land described in Exhibit "A"
hereto shall be subjected to the said Declaration, and the description
thereof shall be considered as an addition to Exhibit "A" of said Declaration,
as amended.

2. Pursuant to Article XII, Section 12.02(a), the Developer owning
more than 90% of the Lots, the Developer hereby amends Article XII by adding
thereto the following new Section 12.11:

Section 12.11. Easement for Sunlight. The purpose of this section
is to provide for unobstructed access to sunlight for Lots on which homes have
been constructed with solar energy collectors.

The powers of the Architectural Control Committee with respect to the
design and location of solar energy collectors shall be controlled by Article V.
From the time the plans and specifications for solar energy collectors have been
approved by the Committee for a specific Lot, there shall be reserved from the
whole of the Properties an easement for sunlight for the benefit of that Lot, such
that no structure shall be erected, nor any tree or other planting shall be
permitted to grow on any other Lot or the Common Areas so as to interfere with or
obstruct in any manner sunlight to the solar energy collectors on that Lot.
Both the Lot Owner and the Association shall have the power to enforce this
provision by proceedings at Law or in equity. The Association shall have

the duty and further right to trim any tree or planting on the properties in accordance with Section 9 of this Article.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its corporate name by its officer below on the date aforesaid.

ATTEST:

NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: [Signature]
Corporate Secretary

BY: [Signature]
Pres

DISTRICT OF COLUMBIA, SS:

I HEREBY CERTIFY that on this 14TH day of July, 1981, before the subscriber, a Notary Public in and for the District of Columbia, personally appeared EDGAR F. PETERSON, who made oath in due form of law that he is the duly elected and acting president of National Permanent Federal Savings and Loan Association, Declarant in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions, and he acknowledged said Declaration to be the act and deed of said corporation, executed by authority of its Board of Directors.

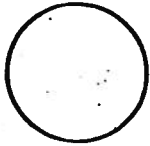
WITNESS my hand and seal this 14TH day of July, 1981.

[Signature]
Notary Public

My Commission expires: _____

HOWARD N. MILLNER
NOTARY PUBLIC, D. C.
My Commission Expires Sept. 30, 1981

ONE METRO PLAZA
8100 PROFESSIONAL PLACE, LANDOVER, MARYLAND 20785
POST OFFICE BOX 1450
TELEPHONE (301) 459-9200



BEN DYER ASSOCIATES, INC.
Engineers / Surveyors / Planners

May 21, 1981
J-71090

DESCRIPTION

PROPOSED SECTION 2, ENTERPRISE KNOLLS

KENT DISTRICT NO. 13

PRINCE GEORGE'S COUNTY, MARYLAND

....being a part of the lands conveyed by Pat Bottalico, Jr., General Partner under the Enterprise Road Limited Partnership Agreement, to National Permanent Federal Savings and Loan Association, by deed dated November 20, 1978, and recorded among the Land Records of Prince George's County, Maryland, in Liber 5029 at Folio 211, and being more particularly described as follows:

BEGINNING for the same at a point on the easterly or South 20° 07' 00" West, 205.00 foot right of way line of St. Michael's Drive, 60.00 feet wide, as described in a conveyance from Felix Marchegiani, et al, to Prince George's County, Maryland, recorded among the aforesaid Land Records in Liber 4202 at Folio 819, distant 44.25 feet northerly of the southerly end thereof, and running thence across the aforesaid conveyance, recorded in Liber 5029 at Folio 211, the following four (4) courses:

1. South 69° 53' 00" East, 147.09 feet to a point;
2. South 83° 33' 47" East, 180.00 feet to a point;
3. North 06° 26' 13" East, 16.47 feet to a point; and
4. North 78° 50' 52" East, 229.11 feet to a point on the westerly or North 11° 09' 08" West, 531.46 foot line of Parcel "A", as shown on a plat of subdivision entitled, "Parcel 'A', Enterprise Shopping Center", recorded among the aforesaid Land Records in Plat Book WW 85 at Plat No. 03, distant 161.46 feet southerly of the northerly end thereof; thence reversely with a part of said line,

THIRD AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ENTERPRISE KNOLLS

THIS AMENDMENT, made this 23rd day of August, 1982, by NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized under the laws of the United States, "Developer",

WITNESSES THAT:

Pursuant to Article IX of that certain Declaration of Covenants, Conditions and Restrictions recorded among the Land Records of Prince George's County, Maryland, in Liber 5041 at folio 470, as amended by that certain Amended Declaration recorded among the aforesaid Land Records in Liber 5307 at folio 110, and the Second Amendment to Declaration recorded in Liber 5443 at folio 522, the Developer desires to annex additional lands to that property heretofore subjected to the Declaration as amended and to correct the description of the property contained therein; therefore the Developer declares that Exhibit "A" hereto shall be substituted in its entirety for Exhibit "A" to the said Declaration as amended.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its corporate name by its officer below on the date aforesaid.

ATTEST:

NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION

By: [Signature]
Corporate Secretary

By: [Signature]
President

DISTRICT OF COLUMBIA, ss:

I HEREBY CERTIFY that on this 23rd day of August, 1982, before the subscriber, a Notary Public in and for the District of Columbia, personally appeared Edgar F. Peterson, President, who made oath in due form of law that he is the duly elected and acting President of National Permanent Federal Savings and Loan Association, Declarant in the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions, and he acknowledged said Declaration to be the act and deed of said corporation, executed by authority of its Board of Directors.

WITNESS my hand and seal this 23rd day of August, 1982.

[Signature]
Notary Public

My commission expires:

HOWARD N. MILLNER
NOTARY PUBLIC, D.C.

EXHIBIT "A"

All that certain real property located in the 13th or Kent District of Prince George's County, Maryland, as shown on plats recorded or to be recorded among the Land Records of the aforesaid County and described as follows:

Plat One, Parcel "E", ENTERPRISE KNOLLS, recorded in Plat Book 107 at plat 74.

Plat Two, Lots 1 thru 24, Block "A", Lots 1 thru 34, Block "B", ENTERPRISE KNOLLS, recorded in Plat Book 102 at Plat 15.

Plat Three, Lots 25 thru 34, Block "A", ENTERPRISE KNOLLS, recorded in Plat Book 102 at Plat 16.

Plat Four, Lots 35 thru 90 and Parcel "D", Block B, ENTERPRISE KNOLLS, recorded in Plat Book 102 at Plat 17.

Plat Six, Lots 177 thru 230 at Parcel "G", Block B, ENTERPRISE KNOLLS, to be recorded.

Plat Seven, Lots 135 thru 176 and Parcel "F", Block B, ENTERPRISE KNOLLS, recorded in Plat Book 111 at Plat 64.

Being a part of the lands conveyed by Pat Bottalico, Jr., General Partner under the Enterprise Road Partnership Agreement, to National Permanent Federal Savings and Loan Association, by deed dated November 20, 1978, and recorded among the Land Records of Prince George's County, Maryland, in Liber 5029 at Folio 211.

5. South $11^{\circ} 09' 08''$ East, 377.15 feet to a point on the proposed northerly right of way line of Central Avenue (Maryland Route No. 214), 70.00 feet from the existing centerline thereof; thence with said proposed northerly right of way line,
6. 197.60 feet along the arc of a curve, deflecting to the right, having a radius of 2,430.00 and a chord bearing South $82^{\circ} 31' 37''$ West, 197.55 feet to a point of tangency; and
7. South $84^{\circ} 51' 24''$ West; 434.46 feet to a point of curvature at the intersection of said northerly right of way line of Central Avenue (Maryland Route No. 214), with the proposed easterly right of way line of St. Michael's Drive, 60.00 feet wide; thence with said proposed easterly right of way line,
8. 79.72 feet along the arc of a curve, deflecting to the right, having a radius of 50.00 feet and a chord bearing North $49^{\circ} 27' 57''$ West, 71.54 feet to a point of compound curvature; thence reversely with a part of the easterly or 379.61 foot curved right of way line of St. Michael's Drive, 60.00 feet wide, per Liber 4202 at Folio 819,
9. 362.99 feet along the arc of a curve, deflecting to the right, having a radius of 870.00 feet and a chord bearing North $08^{\circ} 09' 51''$ East, 360.36 feet to a point of tangency; thence with said easterly right of way line,
10. North $20^{\circ} 07' 00''$ East, 44.25 feet to the place of beginning, containing 241,943 square feet or 5.5542 acres of land.

WRITTEN: JP
CHECKED: TWC

FOURTH AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ENTERPRISE KNOLLS

THIS AMENDMENT, made this 22nd day of November, 1982, by NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized under the laws of the United States, "Developer",

WITNESSES THAT:

Pursuant to Article IX of that certain Declaration of Covenants, Conditions and Restrictions recorded among the Land Records of Prince George's County, Maryland, in Liber 5041 at folio 470, as amended by certain AMENDMENTS recorded among the aforesaid Land Records in Liber 5307 at folio 110, Liber 5443 at folio 522, and Liber 5572 at folio 545, the Developer desires to annex additional lands to that property heretofore subjected to the Declaration as amended; therefore the Developer declares that Exhibit "A" thereto shall be amended by the adding thereto the land described in Exhibit "A" hereto.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its corporate name by its officer below on the date aforesaid.

ATTEST:

NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION

By: *Antonio X. Smith*
Corporate Secretary

By: *Edgar F. Peterson*
President

DISTRICT OF COLUMBIA, ss:

I HEREBY CERTIFY that on this 22nd day of November, 1982, before the subscriber, a Notary Public in and for the District of Columbia, personally appeared Edgar F. Peterson, President, who made oath in due form of law that he is the duly elected and acting President of National Permanent Federal Savings and Loan Association, Declarant in the foregoing Fourth Amendment to Declaration of Covenants, Conditions and Restrictions, and he acknowledged said Declaration to be the act and deed of said corporation, executed by authority of its Board of Directors.

WITNESS my hand and seal this 22nd day of Nov., 1982.

Howard N. Millner
Notary Public
My commission expires:

HOWARD N. MILLNER
NOTARY PUBLIC, D.C.
My Commission Expires Sept. 30, 1986

Nov 29 2 57 PM '82

CLERK OF THE
CIRCUIT COURT
WHELAN L. FRITCHETT

NOV 29 1982 A 211676