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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CRESCENT AT CHERRY LANE HOMEOWNERS ASSOCIATION, INC.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**CRESCENT AT CHERRY LANE HOMEOWNERS ASSOCIATION**

THIS DECLARATION is made on this 7th day of August, 2006, by Laurel Crescent, L.C., a Maryland limited liability company, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in Prince George's County, Maryland, described in Article II hereof, and desires to create and develop thereon a residential community with permanent Common Area for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Area and, to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining the Common Area and any improvements thereon, administering and enforcing the within covenants and restrictions, and disbursing the charges and assessments hereinafter created; and

WHEREAS, Declarant has formed (or intends to form) Crescent at Cherry Lane Homeowners Association, Inc., as a non-profit corporation, without capital stock, under the laws of the State of Maryland, for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II hereof is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for the improvement of said property, and shall be deemed to run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who or which holds such interest solely as security for the performance of an obligation.

ARTICLE I DEFINITIONS

Section 1.1. Definitions. The following words, when used in this Declaration, shall have the following meanings:

A. "Alleyway(s)" shall mean and refer to all private streets which are not maintained by either the City of Laurel or Prince George's County, Maryland, including, but not limited to, those private streets described on Exhibit "A" attached hereto and incorporated herein by reference.

B. "Alleyway Lot(s)" shall mean and refer to those Lots that gain entry to their driveway from an Alleyway, such Lots being more particularly identified on Exhibit "A" attached hereto.

C. "Association" shall mean and refer to Crescent at Cherry Lane Homeowners Association, Inc., and its successors and assigns.

D. "Builder(s)" shall mean and refer to any party who or which acquires a Lot from the Declarant for the purpose of constructing thereon a dwelling unit to be sold for residential purposes in the ordinary course of such party's business.

E. "Common Area" shall mean and refer to all real property owned or leased by the Association, or otherwise available to the Association, for the exclusive benefit, use and enjoyment of its Members and their guests, and includes, as may be applicable, all recreational facilities, and other features which are to be constructed on the Common Area. Notwithstanding the foregoing, in the event the Association maintains all or any portion of any Lot(s), such property shall not be considered part of the Common Area.

F. "Declarant" shall mean and refer to Laurel Crescent, L.C., its successors and assigns, if such successors and assigns should acquire one or more undeveloped Lot from the Declarant for the purpose of development, but only to the extent any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred in writing to such successors and assigns and recorded among the Land Records of Prince George's County, Maryland.

G. "Declarant Control Period" shall mean and refer to the period commencing upon the recording of this Declaration and ending upon the first to occur of:

(1) Six (6) months after all of the Property has been conveyed to an owner, other than the Declarant or a Builder;

(2) The date designated in written notice from the Declarant to the Association as being the end of the Declarant Control Period.

H. "Lot(s)" shall mean and refer to all subdivided parcels of land which are part of the Property and shown on any recorded subdivision map of the Property with the exception of the Common Area.

I. "Member(s)" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who or which has a membership interest in the Association.

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

K. "Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made, pursuant to the provisions of Article II.

L. "Single Family Lot(s)" shall mean and refer to those Lots on which a detached single family dwelling unit will be constructed.

M. "Street Front Lot(s)" shall mean and refer to those Lots that gain access to their driveway from a public street, more particularly identified in Exhibit "A".

N. "Townhome Lot(s)" shall mean and refer to those Lots on which an attached single family dwelling unit will be constructed.

ARTICLE II PROPERTY ENCUMBERED

Section 2.1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Prince George's County, Maryland, and is more particularly described on **Exhibit "A"** attached hereto and, by this reference, made a part hereof.

Section 2.2. Additions. Additional property may be annexed by the Declarant to the Property without the consent of the Members of the Association, if any, provided that such property is in the vicinity of the Property described on Exhibit "A" attached hereto. This right to expand the Property shall expire ten (10) years from the date of the recording of this Declaration. Additional property may be annexed to the above-described Property following the expiration of such ten (10) year period only with the consent of two-thirds (2/3) of the Members of the Association, if any. The scheme of the within covenants and restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on Exhibit "A" as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions among the Land Records for Prince George's County, Maryland, which Supplementary Declaration shall extend the scheme of the within Declaration to such annexed property.

Such Supplementary Declaration may contain such complementary additions and modifications to the covenants and restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property, provided, however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of the within Declaration. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the written consent of the Declarant.

Section 2.3. Deannexations. Subject to the other terms and conditions of this Declaration, the Declarant may deannex any property annexed within the jurisdiction of the Association for a period of twenty (20) years from the date of recordation of this Declaration. Such deannexed property shall no longer be subject to the covenants and restrictions of the governing documents except for (i) any easements, rights, reservations, exemptions, powers or privileges reserved to the Declarant pursuant to the governing documents which affect the deannexed property and (ii) any other easements, rights, reservations, exemptions, powers or privileges which are expressly reserved to the Declarant in the instrument effectuating such deannexation. Such deannexation shall be made by recording a written instrument among the Land Records of Prince George's County, Maryland, withdrawing the effect of the covenants and restrictions of the governing documents from the deannexed property.

ARTICLE III MEMBERSHIP

Section 3.1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers, shall be a Member of the Association; provided that any such person or entity who or which holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment by the Association.

Section 3.2. Voting Rights. Every Owner shall be a Member of the Association and shall hold one (1) membership interest for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast by a Member with respect to any one (1) Lot. During the Declarant Control Period, all of the voting rights of the Owners at any meeting of the Members of the Association or otherwise shall be vested exclusively in the Declarant, and Owners other than the Declarant shall have no voting rights. After the end of the Declarant Control Period, all of the voting rights at any meeting of the Members of the Association or otherwise, shall be vested in the Members.

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

ARTICLE IV PROPERTY RIGHTS

Section 4.1. Member's Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to, and shall pass with, the fee title to every Lot, subject to the following:

A. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area in a manner designed to promote the enjoyment and welfare of the Members and, in aid thereof, and with the consent of two-thirds (2/3) of the Members of the Association, to mortgage any of the Common Area; and

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

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

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

E. The right of the Association to suspend the voting rights and the rights to use the Common Area for any period during which any assessment remains unpaid and for any infraction of any of the published rules and regulations of the Association; and

F. The right of the Association to dedicate or transfer all or any part of the Common Area to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members; provided, however, that no such dedication, transfer or determination as to the purposes or as to the conditions thereof shall be effective unless two-thirds (2/3) of the Members of the Association consent to such dedication, transfer, purpose and condition; and

G. The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, cable television franchisee, the Declarant or any other person; provided, however, that no such licenses, rights-of-way or easements

shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Area; and

H. The right of Declarant and Builders (and their sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves for itself and the Builders; provided, however, that such use shall not be for a period of more than ten (10) years after the conveyance of the Common Area to the Association, or the sale of all residential Lots within the Property, whichever is the earlier; provided, further, that no such use by Declarant or the Builders, or their sales agents or representatives shall otherwise restrict the Members in their use and enjoyment of the Common Area; and

I. The obligation of every Member to exercise due care when entering onto the Common Area during inclement weather, it being presumed that such Member did not exercise due care, and assumed all risk of injury or damage, by entering onto the Common Area before the Association had adequate time to properly maintain it; and

J. The Association's maintenance, repair and replacement of the Common Area and any facilities located thereon; and

K. The right of Prince George's County, the City of Laurel, or their agents and employees, or other governmental or quasi-governmental agency, as may be applicable, to access the Common Area for the purpose of inspection, maintenance, repair, or replacement of the stormwater management facilities; and

L. The right of the Association to monitor and control when certain gates adjacent to the Alleyways are permitted to be open.

Section 4.2. Member's Ingress and Egress Easement. Notwithstanding any statement contained in this Article IV, if ingress to or egress from any Lot is over the Common Area, any conveyance or encumbrance of any such Common Area shall be subject to an easement for ingress and egress benefiting such Lot Owner.

Section 4.3. Alleyway Lot Owners' Easement of Enjoyment. Every Owner of an Alleyway Lot shall have a right and easement of enjoyment in and to the Alleyways which shall be appurtenant to and shall pass with the title to every Alleyway Lot subject to this Declaration.

Section 4.4. Delegation of Rights of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Area or Alleyway to the members of his family or others who reside permanently with him, and to his tenants, contract purchasers and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

Section 4.5. Parking Rules. Parking within the Property shall be subject to the following restrictions:

A. All Owners and occupants of any dwelling located on a Lot within the Property, which Lot has a garage and driveway, shall utilize such Lot's driveway pad or garage for parking.

B. Parking is not permitted on the Lots, other than in the garage or on the driveway or parking pad.

C. There shall be no parking permitted on the Alleyways.

D. No garage shall be converted to living space.

E. The Board of Directors of the Association shall be entitled to establish supplemental rules concerning parking on any portion of the Common Area, Alleyways, Lots, and roadways through out the community, including, without limitation, reasonable fines and provisions for involuntary removal of any vehicle violating the provisions of this Declaration and/or such rules.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1. General Maintenance Assessment. Except as the assessments of the Declarant and Builders are limited by the provisions of Article VII of this Declaration, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who or which becomes a fee owner of a Lot within the Property, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, in advance, a quarterly sum (hereinsewhere sometimes referred to as a "general assessment" or "annual assessment") equal to one-fourth (1/4) of the Member's proportionate share of the annual assessment sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

A. The cost of all operating expenses of the Common Area and the services furnished to or in connection with the Common Area, including charges by the Association for any services furnished by it; and

B. The cost of necessary management and administration of the Common Area, including fees paid to any Management Agent; and

C. The amount of all taxes and assessments levied against the Association or upon the Association's Common Area; and

D. The cost of liability insurance on the Common Area, and the cost of such other insurance as the Association may effect; and

E. The cost of utilities and other services which may be provided by the Association for the Common Area; and

F. The cost of maintaining, replacing, repairing, mowing and landscaping the Common Area, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection with the Common Area; and

G. The cost of funding those reserves established by the Board of Directors of the Association; and

H. The cost of maintaining, replacing, repairing and landscaping the entrance features, including any appurtenant fencing, whether such entrance features are located on the Common Area or a Lot or Lots; and

I. The cost of maintaining, repairing and replacing the stormwater management facilities, including the bioretention and under ground facilities, and for cutting the grass and keeping the area clear of debris; and

J. The cost of maintenance, repair and replacement of any storm drains, including any underground piping or surface inlets, whether located on a Lot or the Common Area; and

K. The cost of snow removal from the Common Area, but excluding snow removal from the Alleyways; and

L. The cost of replacement of street trees, to the extent necessary (excluding day to day maintenance, which shall be performed by the Owners), as more particularly described in Section 12.6 herein; and

M. The cost of maintenance, repair and replacement of street lights (as more particularly set forth in Section 12.6 herein); and

N. The cost for any and all other maintenance responsibilities for any other properties or facilities the Association may determine to maintain pursuant to this Declaration or at the discretion of the Board of Directors.

The Board of Directors shall determine the amount of the general assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, annual assessments may be levied and collected, in installments on a monthly, semi-annual or annual basis, rather than on a quarterly basis, as hereinabove provided.

The Board of Directors shall prepare, or cause the preparation of, an annual operating budget for the Association which shall provide, without limitation, for the management, operation and maintenance of the Common Area and other Association amenities, facilities and responsibilities as set forth herein. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual general assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots

and the general assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the general assessment shall, thereupon, be sent to the Members. The omission by the Board of Directors before the expiration of any assessment period to fix the amount of the general assessment hereunder for that or the next period shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Member from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new general assessment is fixed. No Member may exempt himself from liability for assessments by abandonment of any Lot belonging to him or the abandonment of his right to use and enjoyment of the Common Area.

Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances, and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Area, and any other responsibilities set forth herein. The Owner of any Lot shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair, and in a clean, sightly and sanitary condition at all times.

Section 5.2. Supplemental Town Home Lot Assessments. In addition to the general assessments, and not in lieu thereof, each Townhome Lot Owner shall pay to the Association, on an annual basis, an assessment to cover the costs and expenses of lawn maintenance within their individual Lot (hereinsewhere sometimes referred to as the "townhome lot assessment(s)"). Payment of the townhome lot assessment to the Association shall be due on or before April 1st of every year, unless otherwise changed or the service is terminated by resolution of the Board of Directors. Payment of this supplemental assessment is further described in Section 12.7.

Section 5.3. Special Assessments. In addition to the general assessments authorized by this Article, the Association may levy, in any assessment year, a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of (i) any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon, or forming a part of, the Common Area, including the necessary fixtures and personal property related thereto, (ii) extraordinary snow removal from the Common Area (but excluding snow removal from the Alleyways), or (iii) such other purpose as the Board of Directors may consider appropriate.

Section 5.4. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacement of the Common Area and other Association amenities and facilities whether located on a Lot or Lots or the Common Area, by the allocation, and payment to such reserve fund, of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and shall be deposited with a banking institution, the accounts of which are insured by a State or by an agency of the United States of America. The

proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred, or otherwise separated, from the Lot to which it appertains.

ARTICLE VI ALLEYWAY LOT ASSESSMENTS

Section 6.1. Annual Supplementary Alleyway Lot Maintenance Assessments.

In addition to the general assessments and townhome lot assessments, if applicable, provided for in Article V of this Declaration, and not in lieu thereof, and except as the assessment of the Declarant and Builders may be limited by the provisions of Article VII of this Declaration, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, other than the Declarant or a Builder, who becomes a fee Owner of an Alleyway Lot within the Property, by acceptance of a deed therefore, whether or not is shall be so expressed in any such deed or the conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a quarterly sum (hereinsewhere sometimes referred to as the "alleyway maintenance assessment") equal to one-fourth ($\frac{1}{4}$) of the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses of maintaining the Alleyways and for performing such maintenance and repairs upon the Alleyway Lots as the Association may from time to time elect, in its sole discretion, to perform, including, but not necessarily limited to, the following:

- A. the cost of maintaining, replacing and repairing the Alleyways, in whole or in part, including, and without limitation, snow removal, sweeping and washing; and
- B. the cost of funding a separate reserve to be established by the Association for the non-recurring repair and replacement of the Alleyways, in whole or in part; and
- C. the cost of utilities and other services which may be provided by the Association for the Alleyways; and
- D. the cost of maintaining the storm drains located on and under the Alleyways; and
- E. the cost of trash removal in the event the City of Laurel or Prince George's County does not provide such service; and
- F. the cost of any expenses, including maintenance, repair and replacement of the gates located within the Alleyways.

The Board of Directors shall determine the amount of the alleyway maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual alleyway maintenance assessments may be levied and collected on a monthly, semi-annual or annual basis rather than on a quarterly basis, as hereinabove provided. Any Alleyway Lot

Owner so obligated may prepay one or more installments on any annual alleyway maintenance assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause to be prepared an annual maintenance budget for the Alleyways. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual alleyway maintenance assessment against each Alleyway Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the alleyway maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the annual alleyway maintenance assessments shall thereupon be sent to the Alleyway Lot Owners. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual alleyway maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Alleyway Lot Owner so obligated from the obligation to pay the annual alleyway maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual alleyway maintenance assessment fixed for the preceding period shall continue until a new alleyway maintenance assessment is fixed. No Alleyway Lot Owner so obligated may exempt himself from liability for alleyway maintenance assessments by abandonment of any Alleyway Lot belonging to him or by the abandonment of his right to the use and enjoyment of the Alleyways.

Section 6.2. Special Alleyway Maintenance Assessments. In addition to the regular alleyway maintenance assessments authorized by this Article, the Association may levy in any assessment year a special alleyway maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming a part of the Alleyways or extraordinary snow removal from the Alleyways.

Section 6.3. Reserve for Repair and Replacement of the Alleyways. The Association shall establish and maintain a separate reserve fund for repair and replacement (in whole or in part) of the Alleyways by the allocation and payment periodically to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund may be deposited in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

The reserve for repair and replacement of the Alleyways may be expended only for the purpose of effecting the repair and replacement (in whole or in part) of the Alleyways and for operating contingencies of a non-recurring nature relating to the Alleyways. The Association may establish such other reserves for such other purposes associated with the Alleyways as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance to his Alleyway Lot and shall not be separately withdrawn,

assigned or transferred or otherwise separated from the Alleyway Lot to which it appertains and shall be deemed to be transferred with such Alleyway Lot.

ARTICLE VII PAYMENT OF ASSESSMENTS

Section 7.1. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner(s), his heirs, devisees, personal representatives and assigns. The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within fifteen (15) days after it is due shall, unless otherwise determined by resolution of the Board of Directors, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland, and shall, unless otherwise determined by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" equal to the greater of Fifteen Dollars (\$15.00) or one-tenth (1/10) of the total amount of any assessment (provided the charge may not be imposed more than once for the same delinquent payment), and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot then belonging to said Member in the manner now or hereafter provided for in the Maryland Contract Lien Act, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment.

In the event any proceeding to foreclose the lien for any assessment due the Association pursuant to this Article is commenced with respect to any Lot in the Property, then the Owner of such Lot, upon resolution of the Board of Directors, may be required to pay a reasonable rental for the dwelling unit located thereon, and the Association shall be entitled to the appointment of a receiver to collect the same.

The Board of Directors may post a list of Members who are delinquent in the payment of any assessments or other fees which may be due the Association, including any installment thereof which becomes delinquent, in any prominent location upon the Property.

Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, the entire balance of said annual assessment may be

accelerated, at the option of the Board of Directors, and be declared due and payable in full.

Section 7.2. Assessment Certificates. The Association shall, upon request, at any time furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate, in writing, signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Association for each certificate so delivered.

Section 7.3. Priority of Lien. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges, of whatever nature, except the following:

A. General and special assessments for ad valorem real estate taxes on the Lot; and

B. The liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment thereon of the lien provided for in this Declaration, or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on such Lot and made in good faith and for value received, and shall in no way affect the rights of the holder of any such deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments, or installments thereof, which have become due and payable prior to a sale or transfer of the Lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Such sale, foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the mortgagee in possession, or the purchaser at any foreclosure sale, from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessments, which lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or of the indebtedness secured thereby) not otherwise entitled thereto.

Section 7.4. Commencement of Annual Assessments. Except as may be otherwise resolved by the Board of Directors of the Association, the general assessments and the alleyway maintenance assessments for each Lot shall commence on the date a deed for the Lot is delivered by the Declarant or a Builder to the Member. The first quarterly installment of each such assessment shall be made for the balance of the quarter during which a deed for the Lot is delivered to the Member and shall become due and payable and a lien on the date a deed for the Lot is delivered to the Member. Except as hereinelsewhere provided, the general and alleyway maintenance assessments for any Lot for any quarter after the first quarter shall become due and payable and a lien on the first day of each successive quarter.

The Owner of a Townhome Lot may also be required to pay some or all of the townhome lot assessment on the date a deed for the Lot is delivered to the Member. If a Townhome Lot is conveyed from the Declarant or a Builder to a Member between May 1st and September 30th, dates inclusive, the townhome lot assessment, if any, shall be prorated for the time remaining during such dates. If a Townhome Lot is conveyed from the Declarant or a Builder to a Member between April 1st and April 30th, dates inclusive, the full amount of the townhome lot assessment, if any, shall be due at settlement. If a Townhome Lot is conveyed from the Declarant or a Builder to a Member between October 1st and March 31st, dates inclusive, the Member shall be responsible to pay the townhome lot assessment, if any, at the time the townhome lot assessment next becomes due for the following April 1st through September 30th period.

Section 7.5. Assessment of the Declarant and Builders. The Declarant shall not pay any assessments for Lots owned by the Declarant. In lieu of paying the general maintenance assessments provided herein, each Builder shall pay to the Association, upon conveyance of a Lot by a Builder to a Member, a sum equal to Two Hundred Dollars (\$200.00) per Lot.

Section 7.6. Working Capital Fund. At the time of the first conveyance of each Lot by the Declarant or a Builder to an Owner, said Owner shall pay to the Association a non-refundable contribution to the Association's Working Capital Fund. The initial amount of such contribution shall be in the amount equal to Two Hundred Dollars (\$200.00). This amount shall be subject to change by the Board of Directors of the Association. However, no such increase shall occur unless and until the Association's Board of Directors has recorded, among the Land Records of Prince George's County, Maryland, notice of such increase. This payment shall be in addition to, and shall not be credited toward, the general assessment due from each Owner. However, in the event that such Owner does not pay this contribution at settlement, the contribution shall be deemed a delinquent assessment, and such Owner shall remain fully liable for the payment thereof and the Association shall have all of the rights and remedies set forth in this Article with respect to the collection of delinquent assessments in connection with such contribution. In no event shall the Declarant be responsible for the collection of the working capital contributions. The

Working Capital Fund shall be used by the Association to assist in defraying its initial and ongoing operating expenses.

Section 7.7. Exempt Property. No portion of the Common Area shall be subject to assessment of any kind by the Association.

Section 7.8. Association's Financial Resources. Until the lapse of Declarant Control Period, and notwithstanding any other provision within this Declaration, the Association shall be prohibited from using its financial resources, either directly or indirectly, to defray the costs of opposing any development activities of the Declarant or a Builder that are reasonably consistent with the general intention of the approved site plan or subdivision plats, as may be amended from time to time, within the sole discretion of the Declarant. Nothing in this Section shall be construed to limit the rights of the Members to act as individuals, or in affiliation with other Members.

ARTICLE VIII ARCHITECTURAL CONTROL - USE RESTRICTIONS

Section 8.1. Covenants Committee. Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any Lot or to the Common Area accomplished by the Declarant or a Builder, and except for purposes of proper maintenance and repair, no building, fence, mailbox, wall or other improvements or structures (including, but not limited to, any lighting, shades, screens, awnings, patio covers, fences, wall, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways) shall be commenced, directed, placed, moved, altered, installed, erected, attached, applied, pasted, hinged, screwed, built, removed, constructed or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon or upon any Common Area be made, nor shall two (2) or more dwellings be combined or otherwise joined, or partitioned after combination, until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Covenants Committee (sometimes hereinafter referred to as the "Committee")) shall have been submitted to, and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Community by, the Board of Directors of the Association or by a Covenants Committee appointed by the Board of Directors.

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

The Declarant and Builders are hereby specifically exempt from all provisions of this Article VIII.

Section 8.2. Covenants Committee - Operation. The Board of Directors may appoint a Covenants Committee. Any Covenants Committee so appointed shall serve at the pleasure of, and be subject to the Board of Directors in all respects. In the event of a dispute between the Board of Directors and the Covenants Committee, such dispute shall be resolved in favor of the Board of Directors. The Covenants Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors. The affirmative vote of a majority of the members of the Covenants Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article and subject to the limitations hereof. Said Committee may, from time to time, delegate its ministerial and policing functions to the managing agent.

Section 8.3. Approvals, etc. Upon approval by the Covenants Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications, bearing such approval in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Covenants Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with. Design approval by the Covenants Committee or by the Board shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, safety or other qualities of the item being reviewed nor shall it in any way relieve the Owner of the Owner's obligation to secure necessary approvals or permits from relevant governmental authorities. The Board of Directors or the Covenants Committee shall have the right to charge a reasonable fee for reviewing such application in an amount not to exceed Fifty Dollars (\$50.00). Any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's cost and expense.

Section 8.4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Covenants Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date on which the same are approved by the Committee (whether by affirmative action or by forbearance from action, as in Section 8.3 hereof), and shall be substantially completed within twelve (12) months following the date of commencement, or within such period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall, again, be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent, in writing, of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features

thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 8.5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Covenants Committee in accordance with the provisions of this Article, the Covenants Committee shall, at the request of the Owners thereof, issue a certificate of compliance, which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Covenants Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 8.6. Rules and Regulations, Etc. The Covenants Committee may, from time to time, adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be suitable for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration.

Section 8.7. Appeals. Any Member dissatisfied with a decision of the Covenants Committee may, within fifteen (15) days after the rendering of such decision, make an appeal thereof to the Board of Directors. Not less than fifteen (15), nor more than sixty (60), days after the noting of such appeal, the Board of Directors shall conduct a hearing thereon. Within fifteen (15) days of such hearing, the Board of Directors may affirm, reverse, modify or remand the decision appealed. Two-thirds (2/3) of the Board of Directors shall be required to reverse a decision of the Covenants Committee. The Board of Directors is hereby authorized and empowered to promulgate reasonable rules of procedure for the conduct of such appeals and hearings. In the event that the Board of Directors itself acts in the capacity of the Covenants Committee, no such right of appeal will lie and the decision of the Covenants Committee will be final.

Section 8.8. Prohibited Uses and Nuisances. Except for the activities of the Declarant and the Builders during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Covenants Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Area:

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

be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements.

B. The maintenance, keeping, boarding or raising of animals, livestock or poultry of any kind, regardless of number, shall be, and is hereby, prohibited on any Lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats, or caged birds as domestic pets, provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the Covenants Committee shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from, time to time, be required by law. Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed. Each Member who walks a pet within the community, including the Common Area, is required to clean up any and all solid waste deposited by their pet. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may, from time to time, consider necessary or appropriate.

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

D. Except as hereinelsewhere provided, no junk vehicle, vehicle larger than a three-fourths ($\frac{3}{4}$) ton truck and/or with more than two (2) axles and not to exceed four (4) wheels, house trailer, motor home, camper, vehicle with commercial lettering and signs (not including vehicles of a governmental agency), boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area) shall be kept upon the Property (including streets, Alleyways, driveways, Common Area, and on the Lots) nor (except in bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Covenants Committee, promulgate such additional rules and regulations in this regard as it deems necessary or desirable.

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

F. No Lot shall be divided or subdivided, and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this sub-Section shall not apply to the Declarant or Builders and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality,

political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

G. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any Lot above the surface of the ground.

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

I. No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Board of Directors. The Board of Directors may, from time to time, adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

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

K. Except for entrance signs, directional signs, conservation easement area signs, private security system signage affixed to the exterior of a dwelling and not exceeding eight and one-half inches by eleven inches (8 1/2" x 11"), signs for traffic control or safety, and such promotional sign or signs as may be maintained by the Declarant, the Builders or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where an office is maintained, and provided, further, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary sign shall be removed promptly following the sale or rental of such dwelling.

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

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

N. Installation of all television aerial or radio antenna and other devices intended to receive telecommunications signals such as direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS) (collectively referred to herein as "Antennae") shall require prior approval of the Covenants Committee. Installation

of Antennae shall be governed by rules and regulations adopted by the Federal Communications Commission ("FCC"). The Board of Directors may adopt rules and regulations, consistent with the FCC rules and regulations, regarding such criteria as size, location and screening of antenna and satellite dishes. Aerials and antennas situated entirely within a dwelling unit, and not visible from the exterior, are permitted.

O. No Member shall make any private or exclusive or proprietary use of any of the Common Area except with the specific approval of the Covenants Committee and then only on a temporary basis, and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

P. No all terrain vehicles ("ATVs"), off-road motorcycles or off-road motor vehicles of any kind shall be allowed on any of the Common Area, the roads or Alleyways.

Q. No above ground swimming pools shall be placed, or permitted to remain, upon any Lot.

R. No clotheslines are permitted to be hung anywhere on a Lot.

S. No garage is permitted to be converted to living space.

T. There shall be no parking on or within the Alleyways.

U. Decks that are appurtenant to a townhome, originally installed by the Builder, shall not be permitted to be removed. Any replacement of a deck that may be necessary shall be approved by the Covenants Committee. Owners shall be responsible for ensuring that the replacement deck meets the City of Laurel's building code requirements for emergency egress from the interior of the dwelling unit. All such decks shall be maintained in serviceable condition and repaired or replaced immediately if any damage occurs.

V. Photosensitive lights affixed to each garage of an Alleyway Lot ("garage lights") shall not be removed or altered in any way. The garage light bulb must be replaced when the bulb goes out, with the same type of bulb, including the same voltage and intensity, as originally installed by the Declarant or the Builder. In the event the type of bulb used for said garage lights is no longer available, then the Covenants Committee shall determine the type of replacement bulbs to be used.

Section 8.9. Residential Use. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a dwelling, except as permitted herein. The use of a dwelling unit as a "no-impact home based business" as defined in § 11B-111.1 of the Real Property Article, *Annotated Code of Maryland* (2003 Replacement Volume), shall be permitted, provided that: (i) before any dwelling unit may be used as a no-impact home

based business the Owner and/or resident of such dwelling unit shall notify the Association, in writing, at least thirty (30) days prior to the opening of the no-impact home based business; and (ii) in no event shall the Common Area be used in connection with any permitted no-impact home based business. Nothing contained in this Article or elsewhere in this Declaration shall be construed to prohibit the Declarant or a Builder from the use of any Lot or dwelling, or improvements thereon, for promotional or display purposes, or as "model homes", a sales and/or construction office, or the like.

Allowing a no-impact home based business in the community does not constitute an endorsement or recommendation of any such business on the part of the Association.

Section 8.10. Family Day Care. The use of any dwelling as a "Family Day Care Home" is permitted, provided that it meets all of the necessary approvals under the law, and provided that: (i) before any dwelling unit may be used as a Family Day Care Home, the Owner and/or resident of such dwelling unit shall notify the Association, in writing, at least thirty (30) days prior to the opening of the Family Day Care Home through the filing of an application for approval; and further, provided (ii) that the Board of Directors, or its designee, is provided at least annually with evidence to its satisfaction that any such dwelling continues to be in compliance with all of the necessary approvals under the law, including, without limitation, any local ordinances. Notwithstanding the above, the Board of Directors may order that any such Family Day Care Home cease its operations or otherwise modify its operations, including reducing the number of children, on the grounds that the activity is creating a nuisance. The Board of Directors shall include in any such order a reasonable time in which to comply, as determined by the Board of Directors. In situations where, in the judgment of the Board of Directors, there does not appear the immediate threat of injury to persons or property, the Board of Directors shall provide notice to the Members of the opportunity to speak at a hearing convened to consider what action should be taken with regard to the Family Day Care Home under consideration.

In addition to the foregoing, an application filed with Board of Directors for use of a dwelling unit as a Family Day Care Home, is subject to the following conditions:

(a) each "day care provider", as defined in '11B-111.1 of the Real Property Article, *Annotated Code of Maryland* (2003 Replacement Volume), operating a Family Day Care Home within the Property shall pay, on a pro-rata basis (based on the total number of Family Day Care Homes operating within the Property) any increase in insurance costs incurred by the Association that is solely and directly attributable to the operation of Family Day Care Homes within the Property;

(b) the Association may impose a reasonable fee, not to exceed Fifty Dollars (\$50.00) per year, on each Family Day Care Home for use of the Common Area;

(c) before any dwelling unit may be operated as a Family Day Care Home the Owner and/or resident of such dwelling unit shall notify the Association, in writing, at least thirty (30) days prior to the opening of the Family Day Care Home;

(d) each day care provider operating a Family Day Care Home within the Property shall obtain the liability insurance described in § 19-202 of the Insurance Article, *Annotated Code of Maryland* (2002 Replacement Volume), in at least the minimum amount described under that statute, and shall not operate unless such minimum liability insurance is in effect at all times; and

(e) each Family Day Care Home must be registered under Title 5, Subtitle 5 of the Family Law Article, *Annotated Code of Maryland* (1999 Replacement Volume), and shall not operate unless such registration remains current.

Allowing a Family Day Care Home in the community does not constitute an endorsement or recommendation of any such business on the part of the Association.

Section 8.11. Leasing. Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject, in all respects, to the provisions of this Declaration, the Articles of Incorporation, By-Laws and any rules and regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing and a copy thereof shall be filed with the Association's Board of Directors.

Section 8.12. Fences and Mailboxes. Any fence or mailbox constructed or installed upon the Property shall be substantially similar in design, dimension and material to the fences and mailboxes, if any, installed by the Declarant or the Builders. Chain link and other wire fencing is specifically prohibited. The erection of all fences and mailboxes and the location thereof shall be subject to the provisions of Section 8.1 hereof.

Section 8.13. Community Rules, Etc. There shall be no violation of any rules for the use of the Common Area, the Alleyways, or the community rules and regulations consistent with the provisions of this Declaration which may, from time to time, be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 8.14. Reconstruction After Fire or Other Casualty Loss. In the event any dwelling is partially or completely destroyed by fire or other casualty, and in the absence of a resolution to the contrary by the Board of Directors, the Owner of such dwelling shall promptly restore or reconstruct such dwelling, at his own expense, in accordance with the original plans and specifications, or with such amended plans and specifications as may be approved in writing by the Board of Directors at the request of such Owner.

Section 8.15. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot or the Common Area, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, and without the approval of the Board of Directors or the Covenants Committee required herein, and, upon written notice from the Board of Directors or such Committee,

then the same shall be considered to have been undertaken in violation of this Article, such violation shall be promptly removed or abated. In the event the same is not removed or the violation is not otherwise terminated or abated within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on the Common Area or premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Board of Directors or Covenants Committee) either to take such action as is provided in Section 13.5 hereof and/or to enter upon such Lot or the Common Area and take such steps as may be necessary to remove or otherwise terminate or abate such violation, and the costs thereof and reasonable attorneys' fees incurred thereby may be assessed against the Lot upon which such violation occurred or against the Member or Owner responsible for such violation, and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot or the Owner or Member responsible for such violation, at which time the assessment shall become due and payable and a continuing lien upon the Lot owned by such Owner or such Member, and a binding personal obligation of the Owner or Member in all respects (and subject to the same limitations) as provided in Article VI of this Declaration. The Association shall have the further right, through its agents, employees or Committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Declaration exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 8.16. Enforcement - Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to levy fines against an Owner or his guests, relatives, lessees or invitees in the manner set forth herein, and such fines shall be collectible as any other assessment such that the Association shall have a lien against the Lot of such Owner as provided in this Declaration, the By-Laws and the Articles of Incorporation, and such fine(s) shall also become the binding personal obligation of such Owner.

A. The Board of Directors, or a duly appointed Covenants Committee, shall be charged with determining where there is probable cause that any of the provisions of this Declaration, the By-Laws, Articles of Incorporation or the rules and regulations of the Association regarding the use of the dwelling units, Lots, Alleyways, Common Area or other Association property are being, or have been, violated. In the event that the Board of Directors or the Covenants Committee determines an instance of such probable cause, it shall cause the Board of Directors to provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies or is visiting if such person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Twenty-five Dollars (\$25.00) for each offense. The notice shall also specify, and it is hereby provided, that in lieu of

requesting a hearing, the alleged violator or Owner may respond to the notice within five (5) days of its sending, acknowledging, in writing, that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate the enforcement activity of the Association with regard to such violation.

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

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

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

E. Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, the By-Laws, Articles of Incorporation or rules and regulations, including, but not limited to, legal action for damages or injunctive relief.

ARTICLE IX MANAGEMENT

Section 9.1. Management Agent. The Board of Directors may, but shall not be required to, employ for the Association a professional management agent or manager, at a rate of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall, from time to time, authorize in writing. The management agent shall perform such duties and services as the Board of Directors shall authorize in writing, including, without limitation:

A. To establish (with the approval of the Board of Directors of the Association) and provide for the collection of the general assessment and any other assessments provided for in this Declaration, and to provide for the enforcement of liens therefore, in a manner consistent with law and the provisions of this Declaration; and

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

C. To promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Area; and

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

Section 9.2. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Area, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Area. No diminution or abatement of assessments, as hereinelsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Section 9.3. Self-Management. The Board of Directors of the Association may elect to self manage the Association instead of retaining for the Association a management agent as set forth above.

ARTICLE X PARTY WALLS AND EASEMENTS

The rights and duties of the Owners of Lots with respect to party walls shall be governed by the following:

Section 10.1. General Rules of Law to Apply. Each wall which is constructed as a part of the original construction on the Property and any part of which is placed on the dividing line between separate Lots, shall constitute a party wall, and to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 10.2. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. If any such party wall is damaged or destroyed by fire or other casualty, or by some cause other than the act of one of the adjoining Owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, and in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good a condition as it was in formerly, in proportion to their respective use of the party wall.

Section 10.3. Repairs of Damage Caused by One Owner. If any such party wall is damaged or destroyed through the act of one adjoining Owner or any of his agents or

guests or Members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good a condition as it was in formerly, without cost to the adjoining Owner.

Section 10.4. Other Changes. In addition to meeting the other requirements of these restrictive covenants, and of any building code or similar regulations or ordinances, any Owner proposing to modify, make addition(s) to or rebuild his residence in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining Owner, which consent shall not be unreasonably withheld or delayed.

Section 10.5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 10.6. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties.

Section 10.7. Encroachments. If any portion of a party wall shall encroach upon an adjoining Lot, by reason of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist.

Section 10.8. Easements. Each Lot and dwelling shall be subject to easements for the benefit of the Owners of the adjoining and abutting Lots and dwellings for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind, to easements for lateral support of adjoining and abutting dwellings, and to easements for the leadwalks and sidewalks serving adjoining and abutting dwellings.

ARTICLE XI EASEMENTS

Section 11.1. Reservation of Easement Rights by the Declarant.

A. The Declarant hereby reserves for itself and its successors and assigns, a non-exclusive easement and right-of-way in, through, over and across the Common Area and Alleyways for the purpose of the storage of building supplies and materials, and in, through, over and across the Lots, the Common Area and the Alleyways for the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction, the achievement of uniform grading on adjoining Lots, the Common Area or the Alleyways, the furnishing of

required warranty services and the provisions of utility services, whether public or private, to the community and to other property adjacent to, or in the vicinity of, the community. Any and all instruments of conveyance to a Member with respect to a Lot or any of the Common Area or Alleyways shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request, in writing, of the Declarant, the Association shall, from time to time, execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

B. The Declarant hereby reserves the absolute right to grant easements and rights-of-way, both temporary and permanent, over the Lots, the Common Area and the Alleyways to any and all governmental or quasi-governmental authorities and to any and all public utilities, including, without limitation, the City of Laurel, Prince George's County, Maryland and Washington Suburban Sanitary Commission.

C. The Declarant hereby reserves the right to amend any site plan, subdivision plat or record plat relating to the Property in such manner as the Declarant deems advisable, including relocation of the easements or rights-of-way granted, if any such amendment is acceptable to or required by public authorities, including without limitation, the City of Laurel and Prince George's County, having the right to approve the site plan or subdivision plat and to make any dedications or grant any easements or rights-of-way necessary or desirable in connection with an amendment of the site plans or subdivision plat; however, no amendment shall alter the boundaries of any Lot without the prior written consent of the Owner of that Lot, nor shall any amendment deprive any Lot of necessary, ordinary and reasonable vehicular and pedestrian ingress and egress from the Lot to a public street or of storm water drainage, electrical energy, water, sanitary sewer, natural gas, telephone service or similar utilities and services to the Lot.

D. Each Owner, by accepting title to his Lot, agrees to sign all site plans, amendments to site plans, subdivision plats, resubdivision plats, easements or record plats that the Declarant may request in furtherance of the Declarant's intention to develop the Property, if the amendment is acceptable to or required by public authorities, including without limitation, the City of Laurel or Prince George's County. To confirm more fully the Declarant's rights and powers reserved, and to secure each Owner's obligation under the first sentence of this subparagraph, each Owner, for himself and his heirs, personal representatives, successors and assigns, including the mortgagee of any mortgage, hereby appoints the Declarant as Owner's true and lawful attorney in fact to execute such subsequent site plans, amendments to site plans, easements, subdivision plats or resubdivision plats in the Owner's place and stead.

Such power is coupled with an interest and is given to secure each Owner's obligation to the Declarant, and therefore, is irrevocable. The Association, by accepting title to the Common Area and Alleyways, as the same may be increased or decreased in accordance with this Declaration, hereby agrees to sign all deeds, other conveyances, sites plans, amendments to site plans, easements, subdivision plats or resubdivision plats that the Declarant may request in furtherance of the Declarant's intentions concerning the development of the Property, if the above is acceptable to or

required by public authorities, including without limitation, the City of Laurel and Prince George's County.

Each Owner's obligation, the Association's obligation and the Declarant's power of attorney, under this subparagraph is subject to the limitations that no subdivision or resubdivision plat shall alter the boundaries of any Lot without the prior written consent of the Owner of that Lot, nor shall any subdivision or resubdivision deprive any Lot of necessary, ordinary and reasonable vehicular and pedestrian ingress and egress (either directly or via easements) from the Lot to a public street or of storm water drainage, electric, water, sanitary sewer, natural gas, telephone service or similar utilities or sewer to the Lot.

Section 11.2. Existing Utilities. The rights and duties with respect to previously installed sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

A. Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefore, to enter upon, or have a utility company enter upon, any portion of the Property in which said installation lies, to repair, replace and generally maintain said installations.

B. The right granted in sub-paragraph A above, shall be only to the extent necessary to entitle the Owner or Association served by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

C. In the event of a dispute between Owners with respect to the repair of rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 11.3. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall, from time to time, grant) such other licenses, easements and rights-of-way over the Common Area and Alleyways for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables, underground conduits, and such other purposes related to the provision of utility and cable television services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Area and for the preservation of the health, safety, convenience and welfare of the Owners of the Lots or the Declarant.

Section 11.4. Easement for the Installation and Maintenance of Entrance Monuments. The Declarant hereby reserves, for itself and the Builders, a perpetual

easement over any Lot, the Common Area and the Alleyways, for the construction of entrance monuments and appurtenant landscaping for the community. A perpetual easement is granted to the Association over any Lot in which entrance features are located or where access to such entrance features is necessary, for the maintenance, repair, and replacement of any such monuments and landscaping, whether located on the Common Area or a Lot or Lots.

Section 11.5. Easement for Installation of Storm Water Management Facilities.

The Declarant hereby reserves, for itself and the Builders, a perpetual easement over any Lot, the Common Area and the Alleyways, for the purpose of gaining access to the storm water management facilities for the installation and any follow-up maintenance of said facilities, including bioretention and other underground facilities.

Section 11.6. Conservation Plan. Portions of the Property are subject to a Type II Tree Conservation Plan ("Conservation Plan") establishing natural conservation areas within the Property. Any portion of the Property which is subject to the Conservation Plan is subject to restrictions that include, without limitation, a prohibition against disturbance or the installation of any structure within specified areas. The Declarant, the Builders, the Association and the Owners shall conduct their activities in accordance with such easements and restrictions.

Section 11.7. Alleyway Easements. There is hereby established for the benefit of the Owners of the Alleyway Lots a perpetual and non-exclusive easement and right-of-way for pedestrian and vehicular ingress, egress and regress, in, through, over and across the Alleyways. Any grant of a Alleyway Lot made by the Declarant or a Builder shall be conclusively deemed to incorporate this easement and right-of-way, whether or not specifically set forth in such grant.

Section 11.8. Sidewalk Easements. There is hereby established for the benefit of the Owners of the Lots and the general public, a perpetual and non-exclusive easement and right-of-way for pedestrian ingress, egress and regress, in, through, over and across the sidewalks constructed upon the Common Areas or the Lots. Any grant of a Lot made by the Declarant or a Builder shall be conclusively deemed to incorporate this easement and right-of-way, whether or not specifically set forth in such grant. There is hereby established a perpetual easement to the City of Laurel, Prince George's County and any governmental or quasi-governmental agency, their employees and agents, over the sidewalks and any portion of Lot that may be necessary to perform maintenance, repair and replacement of said sidewalks.

Section 11.9. Easement for Maintenance of Storm Drains. There shall be reserved to the Declarant and the Builders a perpetual easement over any Lot for the construction and any follow-up maintenance of storm drains, including the piping and inlets located thereon, and such entry shall not be considered a trespass. There is hereby granted to the Association a perpetual easement over any Lot for the purpose of maintenance, repair, and replacement of any such storm drains, including the piping and inlets.

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

Section 11.11. Easement for Installation of Street Trees and Lighting. The Declarant reserves for itself and the Builders, their agents and employees, a perpetual and nonexclusive easement to install street trees and lighting on any Lot at any time, such easement to include, but not be limited to, the right to install, relocate and maintain all necessary underground wire and/or leads into any living unit situate upon the Property, and to plant trees either within the right of way or on the Lots, as applicable. There is hereby granted to the Association, its agents and employees, a perpetual easement over any Lot for the purpose of maintaining, repairing and replacing any street lighting, and for the purpose of replacing street trees, as may be necessary in the sole discretion of the Association. The easement granted to the Association includes an easement over any Lot for the purpose of replacing or repairing the garage lights (as described in Section 8.8.V), to the extent such Alleyway Lot Owner fails to repair or replace said garage light.

Section 11.12. Easement Over Alleyways. Any private trash contractors hired by the Association, or, in the event that at some time in the future trash collection is performed by Prince George's County or the City of Laurel, then Prince George's County or the City of Laurel, its agents and employees, or other public agency, as applicable, are all hereby granted and shall have an irrevocable right and easement to enter the Alleyways for the purpose of gaining access to the Alleyway Lots for collection of trash. In the event that mailboxes for any of the Lots are located along the Alleyways then an irrevocable easement is hereby granted to the U.S. Postal Service and to any other private mail or package delivery companies for the purpose of gaining access to the mailboxes located upon the Alleyway Lots. Any service company or other type of delivery service which is visiting or delivering to an Alleyway Lot shall have a non-exclusive easement to enter the Alleyway for the purpose of performing such service or delivery.

Section 11.13. Easement for Lawn Maintenance of Townhome Lots. There is hereby granted to the Association an easement over the lawn areas of the Townhome Lots for the purpose of cutting the lawn or performing such other maintenance, as further described in Section 12.7.

Section 11.14. Right to Make Improvements without Expanding its Implied Warranty. The Declarant reserves to itself the right, but not the obligation, to take such steps to install, erect, replace or maintain the land and improvements located or to be

located on the Common Area, or within the Alleyways, if any, and any Lots subject to easements, as will enhance the attractiveness of the Property. Declarant reserves such right so that the Declarant is not required to obtain the consent of the Association. To the extent that the Declarant makes any such improvements to the Common Area, if any, the Declarant is subject to the implied warranties made to the Association as provided under Title 11B of the Real Property Article, *Annotated Code of Maryland* (2003 Replacement Volume), as amended, and accordingly, the Declarant makes an implied warranty to the Association that as to the improvements constructed on the Common Area or Alleyways by the Declarant, its agents, servants, employees, contractors or subcontractors, are: (i) free from faulty materials; (ii) constructed in accordance with sound engineering standards; (iii) constructed in workmanlike manner. With regard to such improvements, the Declarant does not make any other warranties, whether express or implied.

ARTICLE XII MAINTENANCE

Section 12.1. Owner's Duty to Maintain. Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including, but not limited to, (i) the seeding, watering and mowing of all lawns for Single Family Lots and Townhome Lots if such maintenance is not being performed by the Association in accordance with Section 12.7, (ii) the pruning and cutting of all shrubbery and trees (including day to day maintenance of any street trees, as more particularly described in Section 12.6), (iii) the repair and replacement of the garage lights, as applicable, and (iv) the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot shall fail to maintain the Lot and the improvements situated thereon, as provided in this Declaration and in the By-Laws, the Board of Directors may appoint someone to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article V hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding or act in lieu thereof, shall extinguish any such lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

In accordance with Section 14-7 of the Code for the City of Laurel, as may be amended from time to time, Owners are responsible for snow removal from the sidewalk, if any, located along the front and/or side on their Lot. Owners shall remove snow from the sidewalks, as applicable, within twelve (12) hours after the cessation of any snowfall, or in the case of formation of any ice, within twelve (12) hours after such formation, in such a

manner as to leave the sidewalk clean and free from snow, ice, obstructions, dirt, trash, and filth. In the event snow falls or ice forms between the hours of 6:00 p.m. and 6:00 a.m., then such snow or ice shall be removed or cleaned away before 11:00 a.m. the next day. After the expiration of the aforementioned time, the City of Laurel, its agents or employees, has the right, without notice, to remove any snow or ice not removed in accordance with this Section, and the cost and expense so incurred by the City of Laurel may be assessed against the Lot Owner of such Lot, and shall constitute a debt due and owing to the City of Laurel, collectable as other such debts, and shall also constitute a lien upon the Lot until paid. The penalty shall be Twenty Five Dollars (\$25.00) for each initial offense and Fifty Dollars (\$50.00) for each additional offense. Each day during which any violation shall exist shall constitute a separate offense within six (6) hours after the fall of such snow.

Section 12.2. Association's Duty to Maintain. The Association shall be responsible for the repair and maintenance of all Common Area and any improvements located thereon. The Association shall also be responsible for (i) maintaining, replacing, repairing and landscaping the entrance features, including any appurtenant fencing, whether such entrance features are located on the Common Area or a Lot or Lots, (ii) maintaining, repairing and replacing the stormwater management facilities, including bioretention and underground facilities, and for cutting the grass and keeping the area clear of debris, (iii) maintaining, repairing and replacing any storm drains, including any underground piping or surface inlets, whether located on a Lot, the Common Area, or within an Alleyway, (iv) removing snow from sidewalks located within the Common Area, (v) maintaining, replacing and repairing the Alleyways, including snow removal, sweeping and washing, (vi) maintaining, repairing and replacing the gates located within the Alleyways, (vii) replacing street trees as may be necessary (see Section 12.6), (viii) maintaining, repairing and replacing street lights, (ix) cutting the lawns of the Townhome Lots (see Section 12.7), and (x) any other facility or improvement that benefits the community or Members thereof, as determined by the Board of Directors. The costs of such repair and maintenance shall be deemed a common expense of the Members of the Association.

Section 12.3. Maintenance of Entrance Features. The Association, its agents and employees have been granted an easement over any Lot in which there are entrance features, as set forth in Section 11.4. The Association shall perform all maintenance, repair and replacement to the entrance features, including any appurtenant fencing or landscaping. Owners may not change, remove or otherwise alter the entrance features. Owners are hereby notified that any landscaping that may be planted near any such entrance features, other than landscaping installed by or behalf of the Association, shall be subject to being removed in the event that the Association shall require access to the entrance features for the purposes set forth in this Section. The Association, its agents and employees, shall not be liable or responsible for any damage caused to such landscaping or to any improvements that the Owners construct which obstruct access to the entrance features.

Section 12.4. Maintenance of On-Lot Private Storm Drains. The Association, its agents and employees have been granted an easement over the Lots in which storm drain drains are located, as more particularly described in Section 11.9. The Association, its

agents and employees, shall inspect, maintain, repair or replace any portion of the private storm drain system, including underground piping, inlets or drains located within a Lot, the Common Area, or the Alleyways. Lot Owners shall not landscape or otherwise modify the private storm drain system located within their Lot in a way that would interrupt the flow of storm water, cause a backup, or obstructing the passage of storm water therein. Owners shall not connect to the storm drain system, or any above ground grate. Owners shall keep private storm drains located on their Lot free from debris. Owners are hereby notified that any landscaping or improvement that may be planted or installed on, over or near any such private storm drain shall be subject to being removed in the event that the Association shall require access to the private storm drains for the purposes set forth in this Section. The Association, its agents and employees, shall not be liable or responsible for any damage caused to such landscaping or to any improvements that the Owners construct on, over or near the private storm drains.

Section 12.5. Maintenance of Storm Water Management Facilities. The Association, its agents and employees, shall have an irrevocable right and easement to enter all of the Lots for the purpose of gaining access to the storm water management facilities located on the Common Area in order to inspect, maintain, repair, or replace the storm water management facilities, including the bioretention and underground facilities, and for cutting the grass and removing debris from the area around the stormwater management facilities. Owners may not change, remove or otherwise alter or erect permanent structures over their Lots that would prevent access to the storm water management facilities.

Section 12.6. Street Lighting and Street Trees. The Association, its agents and employees have been granted an easement over any Lot pursuant to Section 11.11 herein. The Association's easement is for the purpose of gaining access to the street lights and street trees in order to inspect, maintain, repair and replace the street lights as necessary, and to inspect and replace the street trees, within the sole discretion of the Association. In the event any maintenance, repair or replacement of street lights or street trees is due to any act or omission of an Owner, then such cost shall be charged to said Owner. Owners are responsible for the day to day maintenance of the street trees, including keeping them watered, and shall not change, remove, relocate, destroy or alter the street trees. The Owners shall not block access or otherwise alter or erect permanent structures over their Lots that would prevent access to the street lights or street trees. Certain street lights and street trees may be located within the right of way in front of a Lot and maintained, repaired and replaced by the City of Laurel or Prince George's County, in which case the Association would not be responsible for that service otherwise performed by said municipality. This Section is not meant to imply that street lights and street trees will be part of every Lot. Maintenance, repair and replacement of the garage lights affixed to the garages of the Alleyway Lots shall be the responsibility of the Alleyway Lot Owners as to their respective Alleyway Lots. In the event the Association has to perform such maintenance, repair or replacement of the garage lights, then the Alleyway Lot Owner will be charged in accordance with Article V hereof.

Section 12.7. Townhome Lot Lawn Maintenance. The Board of Directors has determined that the Association will maintain all of the lawns within the Townhome Lots, in

order to ensure consistent lawn maintenance. The Association shall be responsible for maintaining the lawns on all of the Townhome Lots, including cutting the grass, which is not enclosed by a fence or otherwise inaccessible, on a regular basis, as may be necessary, in the sole discretion of the Association. In the event a Townhome Lot's lawn becomes inaccessible, in no event shall that Owner reduce, prorate or cease payment of his townhome lot assessment. The decision of the Association to maintain the Townhome Lot lawns applies to all Townhome Lots until and unless the Board of Directors decides to discontinue the service by written resolution, at which time the service will be discontinued for all of the Townhome Lots and the townhome lot assessment will no longer be in effect. In the event the Board of Directors resolves to discontinue lawn service for the Townhome Lots, the Townhome Lot Owners shall be responsible for lawn care within their Lot. Every Owner of a Townhome Lot shall pay to the Association an annual townhome lot assessment by April 1st of every year. In the event a Townhome Lot Owner fails to pay the townhome lot assessment when due, such townhome lot assessment shall become a lien upon such Townhome Lot, and such lien may be enforced in the same manner as a general annual assessment levied in accordance with Article V hereof.

ARTICLE XIII GENERAL PROVISIONS

Section 13.1. Amendment. This Declaration may be amended only with the consent of a majority of the Members of the Association. If the Declarant Control Period has not lapsed, any amendment must also be consented to by the Declarant. Such an amendment shall be recorded among the Land Records for the jurisdictions in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

Section 13.2. Amendments by the Declarant. Notwithstanding the foregoing, this Declaration may be amended by the Declarant, without the vote of the Members, at any time prior to the lapse of the Declarant Control Period.

Section 13.3. Declarant Reserved Rights. No amendment to this Declaration may remove, revoke, or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant or any successors or assignees of the Declarant.

Section 13.4. Duration. Unless amended in accordance with the provisions of Sections 13.1 and 13.2 hereof and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which date the said covenants shall be automatically extended for successive periods of ten (10) years each, unless prior to the end of any such period at least two-thirds (2/3) of the Members affirmatively vote to terminate the Declaration.

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Section 13.5. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating, or attempting to violate, any covenants or restrictions, either to restrain or enjoin such violation, to remove such violation or to cover damages, or all of the foregoing, and against any Lot to enforce the lien created hereby, all at the cost, including court costs and reasonable attorneys' fees, of the Owner in violation; and the failure or forbearance by the Association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Declarant, by the Builder, by the Association, by any Owner or any mortgagee of any Lot which becomes subject to the provisions hereof and by any other person, firm, corporation or other legal entity who or which has any right to the use of any of the Common Area owned by the Association.

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

Section 13.6. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers, or any part of them, of the Declarant hereunder may be assigned and transferred (exclusively or non-exclusively) by the Declarant, with or without notice to the Association, and recorded among the Land Records of Prince George's County, Maryland.

Section 13.7. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 13.8. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage pre-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing or as otherwise set forth in the Bylaws.

Section 13.9. Severability. Invalidity of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 13.10. Captions and Gender. The captions contained in this Declaration are for convenience only, are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 13.11. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area by any public or municipal agency, authority or utility, and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Area.

Section 13.12. Taxes and Assessments. It is the intent of this Declaration that inasmuch as the interests of each Owner to use and enjoy the Common Area is an interest in real property appurtenant to each Lot, the value of the interest of each Owner in such Common Area shall be included in the assessment for each such Lot and, as a result, any assessment directly against such Common Area should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various Lots.

Section 13.13. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin on the date the Articles of Incorporation for the Association are duly filed with the Maryland State Department of Assessments and Taxation. The commencement date of the fiscal year herein and in the Bylaws of the Association established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

ARTICLE XIV
DEFERRED WATER AND SEWER CHARGES

THE DECLARANT HEREBY GIVES NOTICE TO THE ASSOCIATION AND TO ALL OWNERS AND MEMBERS THAT THE LOTS THAT ARE SUBJECT TO THIS DECLARATION OR ARE INTENDED TO BE SUBJECT TO THIS DECLARATION ARE OR SHALL ALSO BE SUBJECTED TO A SEPARATE DECLARATION FOR PRIVATE WATER AND SEWER CHARGES. THE PURPOSE OF THE DECLARATION FOR PRIVATE WATER AND SEWER CHARGES IS FOR THE COLLECTION OF EACH LOT'S PROPORTIONATE SHARE OF THE COST OF INSTALLING THE PRIVATE WATER AND SEWER FACILITIES SERVING THE PROPERTY AND THE LOTS. HISTORICALLY, THIS ASSESSMENT WAS CHARGED AS A FRONT FOOT BENEFIT ASSESSMENT ON THE REAL ESTATE TAX BILL FOR THE LOT AS A REIMBURSEMENT TO THE GOVERNMENT FOR THE INSTALLATION COSTS. AS THE GOVERNMENT HAS MORE RECENTLY REQUIRED DEVELOPERS OF PROJECTS TO INCUR THE COST OF SUCH INSTALLATION, THE GOVERNMENT HAS ALSO ASSIGNED THE RIGHT OF REIMBURSEMENT FOR THE COSTS TO THE PRIVATE DEVELOPER'S AS WELL. EACH PURCHASER OF A LOT SHALL BE BILLED FOR THE PRIVATE WATER AND SEWER CHARGE FROM THE SEPARATE ENTITY ADMINISTERING THE COLLECTION OF THESE CHARGES. SAID CHARGE IS NOT IN ANY WAY PART OF THE HOMEOWNERS ASSOCIATION AND NO PART OF THE ANNUAL ASSESSMENTS COLLECTED BY THE HOMEOWNERS ASSOCIATION ARE FOR THE PURPOSE OF PAYING THE SEPARATE PRIVATE WATER AND SEWER CHARGE. EACH PURCHASER SHOULD RECEIVE A SEPARATE ADDENDUM OR DISCLOSURE AT THE TIME THEY SIGN THEIR SALES CONTRACT GIVING MORE DETAILED INFORMATION REGARDING THIS PRIVATE WATER AND SEWER CHARGE.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed and sealed on its behalf by its undersigned Manager, such person being thereunto duly authorized and empowered.


LAUREL CRESCENT, L.C.

By: 
John M. Clarke, Manager

STATE OF Virginia, COUNTY OF Fairfax:

I HEREBY CERTIFY that on the 4 day of Aug, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John M. Clarke, and acknowledged that he executed this Declaration acting in his capacity as Manager of Laurel Crescent, L.C. for the reasons and purposes stated herein as the free act and deed of such company.

WITNESS my hand and official seal.


Notary Public
Printed Name Gillian Young

My Commission Expires: 11/30/2010

ATTORNEY'S CERTIFICATION

THIS IS TO CERTIFY that the undersigned is a Member, in good standing, of the Bar of the Court of Appeals of Maryland, and that the within instrument was prepared by her or under her supervision.

Helen M. Whelan

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EXHIBIT "A"**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**
CRESCENT AT CHERRY LANE HOMEOWNERS ASSOCIATION, INC.**THE PROPERTY**

Being all of that real property located in the Tenth (10th) Election District of Prince George's County, Maryland, the City of Laurel and described as follows:

LOTS:**ALLEYWAY LOTS:**

Lots 50 through 54 and 59 through 68, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Three, Lots 41 through 54 and 59 through 68 and Part of Parcels H, 1, and 2 and Parcel G, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 14.

Lots 69 through 109, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Four, Lots 69 through 109 and Part of Parcel 2 and Parcels I and E, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 15.

Lots 121 through 128, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Five, Lots 7 through 22 and 121 through 128 and Part of Parcel C and Parcel D, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 16

Lots 129 through 136, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Six, Lots 1 through 6 and 129 through 136 and Part of Parcel C and Parcels 3 and B, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 17.

Lots 110 through 120 and Lots 137 through 150, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Seven, Lots 110 through 120 and 137 through 150 and Parcels 4 and A, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 18.

Lots 55 through 58, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Eight, Lots 55 through 58 and Part of Parcels 1 and H, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 19.

25711 STREET FRONT LOTS:

Lots 33 through 40, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat One, Lots 33 through 40 and Part of Parcel H, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 12.

Lots 23 through 32, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Two, Lots 23 through 32 and Part of Parcels H & C and Parcel F, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 13.

Lots 41 through 49, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Three, Lots 41 through 54 and 59 through 68 and Part of Parcels H, 1, and 2 and Parcel G, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 14.

Lots 7 through 22, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Five, Lots 7 through 22 and 121 through 128 and Part of Parcel C and Parcel D, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 16.

Lots 1 through 6, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Six, Lots 1 through 6 and 129 through 136 and Part of Parcel C and Parcels 3 and B, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 17.

Please note that the classification of a Lot as an Alleyway Lot or Street Front Lot is subject to change. The current classification is based on the subdivision plats and site plans available at the time of recording this Declaration. However, the Declarant or Builders may discover that during subdivision and construction of the community a Lot may require relocation of the dwelling unit and/or relocation of the point of access, which may affect the classification of said Lot(s). Accordingly, if the point of access of a Lot is different from the classification identified herein, the actual point of access determines the classification of a Lot as an Alleyway Lot or a Street Front Lot.

COMMON AREA:

Part of Parcel H, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat One, Lots 33 through 40 and Part of Parcel H, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 12.

Part of Parcels H and C and Parcel F, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Two, Lots 23 through 32 and Part of Parcels H & C and Parcel F, The Crescent at Cherry Lane", recorded among the Land

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Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 13.

Part of Parcels H, 1, and 2 and Parcels J and G, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Three, Lots 41 through 54 and 59 through 68 and Part of Parcels H, 1, and 2 and Parcel G, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 14.

Part of Parcel 2 and Parcels I and E, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Four, Lots 69 through 109 and Part of Parcel 2 and Parcels I and E, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 15.

Part of Parcel C and Parcel D, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Five, Lots 7 through 22 and 121 through 128 and Part of Parcel C and Parcel D, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 16.

Part of Parcel C and Parcels 3 and B, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Six, Lots 1 through 6 and 129 through 136 and Part of Parcel C and Parcels 3 and B, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 17.

Parcels 4 and A, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Seven, Lots 110 through 120 and 137 through 150 and Parcels 4 and A, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 18.

Part of Parcels 1 and H, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plat entitled "Plat Eight, Lots 55 through 58 and Part of Parcels 1 and H, The Crescent at Cherry Lane", recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat No. 19.

ALLEYWAYS:

Gatehouse Place, Cheshire Court, Owsley Place, Robertson Place, Hardin Place, Crescent Place, and Whitley Place, in a subdivision known as "THE CRESCENT AT CHERRY LANE" as shown on the plats recorded among the Land Records of Prince George's County, Maryland in Plat Book REP 212 at Plat Nos 12 through 19.