

4764

Rec'd for Record May 18 19 78 206 Clerk P M Same Day Recorded & Ex'd per Charles C. Keller, CLK

THIS DECLARATION, made this 9th day of May, A.D., 1978, by RICHARD E. WARD and WARD DEVELOPMENT COMPANY, INC., hereinafter sometimes collectively called "the Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Article II hereof and desires to create thereon a residential community with permanent common areas and community facilities 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 areas and community facilities; 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 is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the 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 and administering the common areas and community facilities, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant intends that recreational facilities and other amenities will be provided by the Association for the use and enjoyment of the membership; and

WHEREAS, the Declarant has formed (or intends to form) Lake Jennifer Common Homes 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, the 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, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth:

ARTICLE I

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Association" shall mean and refer to Lake Jennifer Common Homes Association, Inc., and its successors or assigns.

(b) "The 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 said Article II.

(c) "Lot" shall mean and refer to a parcel of subdivided land in the Lake Jennifer Common Homes Association Project conveyed in fee simple and may herein be used interchangeably with the word "Unit" which shall have the same meaning.

(d) "Dwelling" shall mean and refer to a single family residence within the Project, whether erected on a Lot conveyed in fee simple, or otherwise.

(c) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members and all facilities and real property leased by the Association or wherein the Association has acquired rights by means of contract.

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

(g) "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association.

(h) "Developer" shall mean and refer to the Declarant, Richard E. Ward and James Weber, and their successors and assigns.

(i) "Exterior" shall mean and refer to all exterior surfaces of dwelling units, excepting the glass portions of windows and doors.

ARTICLE II

Section 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 the County of Frederick, State of Maryland, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

ARTICLE III

Section 1. Membership. The Association shall have two classes of voting membership:

(a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any Unit which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each Unit in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Unit then the vote for the membership appurtenant to such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

(b) There shall be 69 Class B memberships in the Association which shall be issued to the Grantor or its nominee or nominees as provided for in the Declaration. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date upon which the total authorized, issued and outstanding Class A memberships equal 23; or
- (ii) on January 1, 1988; or
- (iii) upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Areas and Community Facilities and such easement shall be appurtenant to and shall pass with the title to every Unit, 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 Areas and Community Facilities and in aid thereof to mortgage said property. The Association shall not mortgage the Common Areas or Community Facilities except by resolution approved by two-thirds (2/3) of the members of all classes. In the event of a default and foreclosure upon any such mortgage, the lender shall have the right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the members and their guests; and

(b) The right of the Association to levy reasonable admission and other fees to the members of the Association and their guests for the use of any recreational facility situated upon the Common Areas or leased by the Association; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosures; and

(d) The right of the Association to limit the number of guests of members; and

(e) The right of the Association to suspend the voting rights and the rights of use of the Common Areas and Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities 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 or transfer shall be effective unless an instrument signed by two-thirds (2/3) of all classes of the then members of the Association has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to each member at least ninety (90) days prior to the taking of any action.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything herein contained to the contrary, the rights and easements created in paragraph (f) of Section 1 of this Article IV or Section 1 through and including Section 5 of Article X hereof shall not be suspended by the Association for any reason.

ARTICLE V

Section 1. Covenant for Maintenance Assessments. The Declarant for each Unit owned by it (and as hereinafter limited by the provisions of this Declaration) and each person, group of persons or entity who becomes an Owner of a Unit by acceptance of a deed therefor, 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: (1) annual assessments or charges; and (2) special assessments for capital improvements, or maintenance provided by the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and

special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property and lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such property and Unit at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents on the Property and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and Community Facilities and for the performance of delegated duties of the Regimes from time to time accepted by the Association, including, but not limited to, the payment of taxes and insurance for said Common Areas and Community Facilities and, repair, replacement and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof.

Section 3. Annual Assessments. The maximum annual assessment for each Unit shall not exceed per annum, and may be levied on a monthly, quarterly, semi-annual or annual basis. The Board of Directors of the Association may fix the annual assessment at any amount not in excess of the maximum hereinabove provided for.

Section 4. Increase in Maximum Assessment.

(a) From and after July 1, 1978, in any event, the maximum annual assessment for all memberships may be increased by the Board of Directors of the Association, without a vote of the membership, not more than fifteen percent (15%) above the maximum annual assessment for the preceding year, provided, however, that the maximum annual assessment shall not be decreased below the amount provided for in Section 3 of this Article.

(b) From and after July 1, 1978, the maximum annual assessment for all memberships may be increased above that established by the preceding paragraph by a vote of members, as hereinafter provided, for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) of all classes of the members of the Association. A meeting of the members shall be duly called for this purpose.

Section 5. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of all classes of the then members of the Association. A meeting of the members shall be duly called for this purpose. Any special assessment levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate of each Unit.

Section 6. Commencement of Annual Assessments. The annual assessment for each membership shall commence on the first day of the month following the conveyance of a lot to the member. The first annual assessment for any such membership shall be

made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. Except as hereinafter provided, the assessment for any Unit for any year after the first year, shall become due and payable and a lien on the first day of said year. Declarant covenants and agrees to convey the Common Areas, free and clear of encumbrances other than this Declaration, not later than contemporaneous with the termination of all Class B memberships, as above provided.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the annual assessment against each Unit for each assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each 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 Units and 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 assessment shall thereupon be sent to the Owner of any Unit subject thereto.

Section 7. Assessment of Declarant. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant shall be required to pay an annual assessment for any Unit in which it has the interest otherwise required for Class A membership only in an amount equal to twenty-five percent (25%) of the annual assessment which the Association levies for each Class A membership. Provided, however, that for so long as Declarant holds Class B memberships, Declarant shall pay, in addition to twenty-five percent (25%) of the annual assessment as aforesaid, all operating deficits suffered by the Association. The foregoing shall not apply to any Unit which is completed and held by the Declarant for rental purposes.

Section 8. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment; i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

ARTICLE VI

Section 1. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Unit in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest at the rate of six percentum (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property (to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as may then be applicable to mortgages under the law of the State of Maryland), in either of which events interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or Community Facilities or abandonment of his Unit.

Section 2. Subordination Provision. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Unit subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. In addition, said lien shall be subordinate to the lien securing the applicable Regime for unpaid common expense assessments. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VII

Section 1. Services for Regimes. In addition to maintenance upon the Common Areas and Community Facilities, as aforesaid, the Association may provide such services as are from time to time agreed upon with a Regime or Regimes, including but not limited to exterior maintenance, grounds maintenance, management and accounting services.

Section 2. Access at Reasonable Times. For the purpose solely of performing the required maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours on any day except Sunday.

ARTICLE VIII

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, wall or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of not less than three (3) members appointed by the Board of Directors. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Fences. Except for original construction, no fence, hedges or wall shall be constructed upon the Property without the prior written approval of the Architectural Control Committee.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Developer during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling situate upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of The Property.

(b) The maintenance, keeping, boarding and/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 situate upon The Property, except that this shall not prohibit the keeping of horses, dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes.

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot. No open fires shall be permitted on any part of The Property. Outdoor fireplaces and chimneys shall be equipped with cap screens.

(d) Except as hereinafter provided, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or the like, shall be kept upon The Property nor (except for 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 its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

(f) In order to facilitate the free movement of passing vehicles, no automobiles belonging to residents shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies.

(g) No sound hardwood trees measuring in excess of two (2) inches in diameter two (2) feet above the ground shall be removed from any portion of the property without written approval of the Association acting through its Board of Directors or duly appointed committee.

(h) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any portion of The Property at any time.

(i) Except for entrance signs, directional signs, community "theme areas" and the like, no signs of any character shall be erected, posted or displayed upon, in or about any Unit situate upon The Property, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area, may be attached to any Unit placed upon the market for sale or rent.

(j) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of The Property which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(k) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.

(l) There shall be no violation of any rules for the use of the Common Areas or Community Facilities which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

(m) No primary dwelling shall be constructed on any Lot of a floor area, exclusive of porches and patios, less than 1,500 square feet.

(n) All structures shall be set back not less than 50 feet from front lot lines or lot lines abutting dedicated streets and no side yard of less than 25 feet shall be created or maintained.

Section 4. Right of Association to Remove or Correct Violations of this Article.

The Association may, in the interest of the general welfare of all the Owners of The Property and after reasonable notice to the Owner, enter upon any Unit or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

ARTICLE IX

Section 1. Residential Use. All Units shall be used for private residential purposes exclusively.

ARTICLE X

Section 1. Duration. 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 land 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 the said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of seventy-five percent (75%) of the Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas herein created.

Section 2. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers his Unit any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration. Provided, however, that the failure of any deed to so incorporate by reference shall not effect the validity of such deed nor shall it be deemed to release the Property conveyed from the effect hereof.

Section 3. 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 prepaid, 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.

Section 4. Enforcement. These covenants and restrictions may be enforced by the Association or any Owner. 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 covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of

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

Section 5. 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 areas or community facilities by any public or municipal agency, authority or utility.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

IN WITNESS WHEREOF, the said RICHARD E. WARD and WARD DEVELOPMENT COMPANY, INC. have on the 9th day of May, 1978, caused these presents to be executed as their act and deed.

WARD DEVELOPMENT COMPANY, INC.

By Richard E. Ward
Richard E. Ward, President

Richard E. Ward
Richard E. Ward

STATE OF MARYLAND)
FREDERICK) ss:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on the 9th day of May, 1978, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD E. WARD, President, of Ward Development Company, Inc., who is personally well known to me as the person executing the foregoing Declaration, and that he acknowledged the same to be his act and deed.

WITNESS my hand and notarial seal the year and day first above written.

I. Mary Staley
I. Mary Staley Notary Public

My commission expires: 7/1/78

Property as shown on Plat 1, Lots 1 to 7 & Lots 19 to 23 of
Lake Jennifer Common, as recorded in Plat Book 10, Page 97.

Property as shown on Plat 2, Lots 8 to 18, Lake Jennifer Common
as recorded in Plat Book 10, Page 98.

Property as shown on Plat 3, Parcel A, Lake Jennifer Common
as recorded in Plat Book 10, Page 99.

Property as shown on Plat 4, a Resubdivision Plat, Lots 13A, 19A
& 21A (a resubdivision of Lots 13, 14, 19, 20, 21 & 22) Lake
Jennifer Common, as recorded in Plat Book 17, Page 4.

"EXHIBIT A"

Rec'd for Record Aug 31 1978 At 1 O'clk P M Same Day Recorded & Ex'd per Charles C. Kenna, CLK

AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION, made this 31 day of August, 1978, by Richard E. Ward and Ward Development Co., Inc., hereinafter sometimes referred to as the Declarant.

WHEREAS, a Declaration was made on the 9th day of May, 1978, and filed among the Land Records of Frederick County, Maryland, on the 18th day of May, 1978, in Liber 1049, folio 859, and

WHEREAS, it is the desire of the Declarant to amend the aforesaid Declaration.

NOW, THEREFORE, THIS AMENDMENT WITNESSETH: Article V, Section 2 of the Declaration made and recorded as set forth above, is hereby amended by adding the following sentence at the end of Section 2:

"Also included shall be the responsibility of the Association to repair and maintain the roadway used by Lots Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 for ingress and egress to the aforesaid lots."

WITNESS our hands and seals the day and year first above written.

WITNESS:

Kathy Enquist
Kathy Enquist

Richard E. Ward (SEAL)
Richard E. Ward

ATTEST:

Michael E. Thaden
Michael E. Thaden
Assistant Secretary

WARD DEVELOPMENT CO., INC.
By Richard E. Ward
Richard E. Ward
President

We consent to the foregoing Amendment. AUG 31-78 B & 24474 *****11.00

WITNESS:

Robert Hilton
Robert Hilton
Robert Hilton
Robert Hilton

John P. Cavanagh, III (SEAL)
John P. Cavanagh, III
Ann C. Cavanagh (SEAL)
Ann C. Cavanagh

Owners of Lot No. 5

ATTEST:

DOMINION FEDERAL SAVINGS & LOAN ASSOCIATION

By Philip J. Edinkee
Philip J. Edinkee
Lender on Lot No. 5

STATE OF MARYLAND, COUNTY OF Montgomery, TO WIT:

I HEREBY CERTIFY that on this 15th day of August 1978, before me, the subscriber, a Notary Public in and for the State and County aforementioned, personally appeared Richard E. Ward, individually, and as President of Ward Development Co., Inc. and acknowledged the foregoing Amendment to Declaration to be his act and deed and the act and deed of said corporation. And at the same time Richard E. Ward made oath in due form of law that he is president of Ward Development Co., Inc. and duly authorized to make this acknowledgment.

WITNESS my hand and Notarial Seal.

Patricia J. Phipps
Patricia J. Phipps
Notary Public

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 25th day of August, 1978, before me, the subscriber, a Notary Public in and for the State and County aforementioned, John P. Cavanagh, III and Ann C. Cavanagh each acknowledged the foregoing Amendment to Declaration to be their respective act and deed.

WITNESS my hand and Notarial Seal.

Carol A. Hahn
Carol A. Hahn, Notary Public

STATE OF VIRGINIA, COUNTY OF FAIRFAX, TO WIT:

I HEREBY CERTIFY that on this 28th day of AUGUST 1978, before me, the subscriber, a Notary Public, in and for the State and County aforementioned, personally appeared RALPH J. EDINGER of Dominion Federal Savings & Loan Association & on behalf of said association did acknowledge this Amendment of Declaration to be the act and deed of said association. And at the same time 8/28/78 made oath in due form of law that he is VICER PRESIDENT of Dominion Federal Savings & Loan Association and duly authorized to make this acknowledgment.

WITNESS my hand and Notarial Seal.

Charles Peter Jacobsen IV
Charles Peter Jacobsen IV
Notary Public

AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION, made this 27th day of May, 1980, by RICHARD E. WARD and WARD DEVELOPMENT CO., INC., hereinafter sometimes referred to as Declarant.

WHEREAS, a Declaration was made on the 9th day of May, 1978, and filed among the Land Records of Frederick County, Maryland, on the 18th day of May, 1978, in Liber 1049, Folio 859, and

WHEREAS, said Declaration was amended on August 31, 1978, said Amendment being recorded the same date in Liber 1060, Folio 543, among the Land Records of Frederick County, Maryland, and

WHEREAS, it is the desire of the Declarant and the owners of land subject to this Declaration, to further amend the aforesaid Declaration,

NOW, THEREFORE, THIS AMENDMENT WITNESSETH:

Article Three, Section One (a) of the Declaration made and recorded as set forth above, is hereby amended by deleting the second and third sentence of said paragraph, and adding a new sentence as follows:

Voting rights of Class A members shall be established pursuant to the charter and/or bylaws of the Association, as they may be amended from time to time.

Article Four, Section One (F) is hereby amended by altering the first sentence of said paragraph to state:

..., provided, however, that no such dedication or transfer shall be effective unless an instrument signed by seventy-five (75) percent of the members of all classes of the then members of the Association has been recorded,

Article Five, Section Three of the Declaration made and recorded as set forth above is hereby amended by deleting the entire section as written, and adding the following sentence.

The Association, by vote of not less than seventy-five (75) percent of the members of all classes, at a duly constituted meeting of the members called for such purpose, may fix the rate of annual assessments.

Article Five, Section Four of the Declaration, made and recorded as set forth above, is hereby amended by deleting, in its entirety, Section Four.

Article Five, Section Five of the Declaration made and recorded as set forth above, is hereby amended by altering the first sentence thereof, to state:

..., provided that any such assessment shall have the assent of seventy-five (75) percent of the Class A membership of the Association.

Article Five, Section Seven of the Declaration made and recorded as set forth above, is hereby amended by (1) altering the first sentence thereof, to state:

...., in an amount of \$60.00 (\$5.00 per month) for each unsold home and \$15.00 (\$1.25 per month) for each unsold lot prior to January 1, 1980. Beginning January 1, 1980, the Declarant shall pay an annual assessment of \$120.00 (\$10.00 per month) for each unsold home, and \$30.00 (\$2.50 per month) for each unsold lot. These assessments to the Declarant are hereby fixed and cannot be modified by the Association in any way....

and by (2) Deleting the last two sentences.

Article Six, Section One of the Declaration made and recorded as set forth above is hereby amended by adding the following sentence at the end of the second paragraph:

Delinquency date and interest rates as established herein may be altered pursuant to procedures as may be established in the charter or the bylaws of the Association.

Article Seven, Section Two of the Declaration made and recorded as set forth above, is hereby amended by adding the following sentence:

The right to enter on any unit shall be understood to not include any right to enter into any dwelling, absent the express consent of the owner thereof.

Article Eight of the Declaration made and recorded as set forth above, is hereby amended by the following:

(1) : Change the title of Section One from Architectural Control Committee to Architectural Control.

(2) Modify the First Sentence of the Section by ending the sentence after "by the Board of Directors of the Association," and by deleting the remainder of the sentence beginning with the words "or by an Architectural Control Committee."

(3) Section Two shall be altered by deleting the term "Architectural Control Committee" and substituting the term "Board of Directors."

Section Three (c) shall be altered by deleting the second and third sentence thereof.

Section Three (d) shall be altered to read as follows:

Except as hereinelsewhere provided, no junk vehicle, commercial vehicle, house trailer or the like shall be kept upon the property nor (except for 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 its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

Section Three (i) is altered to read as follows:

Except for entrance signs, directional signs, no trespassing signs, community "Theme areas" signs and the like, no signs of any character shall be erected, posted or displayed upon, in or about any unit situate upon The Property, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area, to be attached to any Unit, placed upon the market for sale or rent.

Article Eight, Section Four shall be amended by altering the final clause thereof to read as follows:

... provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association.

IN WITNESS WHEREOF, the said Richard E. Ward and Ward Development Company, Inc., have on the 29 day of February 1980, caused these presents to be executed as their act and deed.

WITNESS

Larry Ernest
Larry Ernest

WARD DEVELOPMENT COMPANY, INC.

BY:

Richard E. Ward
RICHARD E. WARD, PRESIDENT
Richard E. Ward
RICHARD E. WARD

STATE OF MARYLAND, Montgomery COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29 day of February, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Richard E. Ward, President of the Ward Development Company, Inc., and acknowledged this Amendment to Declaration to be the act and deed of said corporation. And at the same time Richard E. Ward made oath in due form of law that he is President of the Ward Development Company, Inc., and duly authorized to make this acknowledgement.

WITNESS my hand and Notarial Seal.

Kathleen M. Engquist
NOTARY PUBLIC

STATE OF MARYLAND, Montgomery COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29 day of February, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Richard E. Ward and made oath in due form of law that the matters and facts contained in this Amendment to Declaration are true and correct to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Kathleen M. Engquist
NOTARY PUBLIC