

3681 767

DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS

THIS DECLARATION, made this 27<sup>th</sup> day of January  
1969, by LEVITT AND SONS, INCORPORATED, a Delaware corporation,  
hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of the real property referred to in Article II and described in Exhibit "A" of this declaration, and desires to develop thereon a residential community together with common lands and facilities for recreational purposes for the benefit of such community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common lands and facilities; and, to this end, desires to subject the real property referred to in Article II and described in Exhibit "A" 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 each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an agency to which will be delegated and assigned the powers of maintaining and administering the community facilities, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer intends to incorporate under the laws of the State of Maryland, a non-profit corporation for the purpose of exercising the functions aforesaid, hereinafter called the Association.

NOW, THEREFORE, the Developer declares that the real property referred to in Article II hereof and more particularly described in Exhibit "A" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to

(a) the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") herein set forth.

(b) the easements referred to in Section 15, Article VIII hereof, which are reserved to the Developer, its successors and assigns, and which shall be perpetual in duration and run with and bind forever the land and the owner thereof, itself, himself, themselves and their heirs, successors and assigns.

JAN 23 3 28 PM '69  
RECORDED  
W. MARYLAND  
REC'D  
LEVITT AND SONS

JAN-23-69 PM10 219 CLK:G.P.G.C. ACS-ABR

146.00



ARTICLE IDEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Association, its successors and assigns incorporated for the purposes set forth in these covenants.

(b) "The Properties" shall mean and refer to all properties, both Lots and Common Areas, as are subject to this Declaration, and which are described in Exhibit "A".

(c) "Common Areas" shall mean and refer to those areas of land shown on the recorded subdivision plats of The Properties and described in Exhibit "B" attached hereto and forming a part hereof. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public.

(d) "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon one of the recorded subdivision maps of The Properties, but shall not include the Common Areas as herein defined.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Party Fence" shall mean and refer to a fence situate, or intended to be situate, on the boundary line between adjoining properties.

(g) "Party Wall" shall mean and refer to the entire wall, all or a portion of which is used for support of each adjoining property, situate, or intended to be situate, on the boundary line between adjoining properties.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:  
ADDITIONS THERETO

Section 1. Additions to The Properties by the Association.  
 Annexation of additional property shall require the assent of two-thirds of the votes of the Members voted in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting



setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast sixty per cent of the votes of the entire membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting. In the event that two-thirds of the membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

Section 2. Additions to The Properties by Developer. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties, provided that such additions shall substantially conform to the development constructed by the Developer on the land described in Exhibit "A". The additions authorized under this and the preceding subsection shall be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the scheme of this Declaration to such property. Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration within the existing property.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Certificate of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with The Properties except as hereinafter provided.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person who is a record Owner (as defined in Article I) of any Lot which is subjected by this Declaration to assessment by the Association shall be a Member of the Association.

Section 2. Voting Rights. The Association shall have two classes of voting membership.



Class A.

Class A Members shall be all Owners excepting the Developer and excepting any other person or entity which acquires title to all or a substantial portion of The Properties for the purpose of developing thereon a residential community. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 of this Article III. When more than one person holds such interest or interests in any Lot all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B.

The Class B Member shall be the Developer, its successors and assigns. The Class B membership shall be entitled to five votes for each Lot which it holds the interest required for membership by Article V or four hundred and fifty (450) votes, whichever is greater, provided that upon the happening of either of the following events, whichever first occurs, the Class B membership shall cease and be converted to Class A membership:

(a) when the total votes outstanding in the Class A membership equal one hundred fifty (150), or

(b) on July 1, 1972.

When a purchaser of an individual Lot takes title thereto from the Developer, he becomes a Class A Member and the membership of the Developer with respect to such Lot shall cease.

ARTICLE IVPROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. The Developer may retain the legal title to the Common Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs, and assigns, that it shall convey the Common Areas to the Association not later than July 1, 1972, subject, however, to the following covenants and conditions, which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the community, the Common Areas and all facilities now or hereafter built or in-



stalled thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. Further, it shall be an express affirmative obligation of the Association to keep the swimming pool, if any is constructed, and facilities appurtenant thereto, open, adequately staffed and operating during those months and during such hours as outdoor swimming pools are normally in operation in this locality.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to non-Members until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored;
- (b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;
- (c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations;
- (d) the right of the Association to charge reasonable admission and other fees for the use of the Common Areas;
- (e) the right of individual Members to the exclusive use of parking spaces as provided in Section 4 hereof;
- (f) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed action is sent to every Member at least ninety days in advance of any action taken; and



(g) the right of the Developer, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities.

Section 4. Parking Rights. The Association shall maintain upon the Common Areas or upon parking easements across the Lots subject to this Declaration as specified on the subdivision plats of The Properties at least one parking space for each Lot subject to reasonable rules and conditions. The Developer shall designate at least one parking space conveniently located with respect to each Lot for the exclusive use of the Members residing therein, their families and guests. The use of such space by any other Member or person may be enjoined by the Association or the Members entitled thereto. The right to the exclusive use of such parking space and to its maintenance by the Association shall be appurtenant to and shall pass with the title to each Lot.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within The Properties, hereby covenants and each subsequent Owner of any such Lot 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; (2) special assessments for capital improvements, 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 are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Commencing with the conveyance of the first Lot to an Owner and until the year beginning January 1, 1971 the annual assessment which must be fixed at a uniform rate for all Lots shall be at the rate of One Hundred Thirty-five Dollars per lot, payable monthly.



During the period before January 1, 1971, the annual assessment may be increased by the Board of Trustees by an amount that is not more than twenty-five per cent of the annual assessment. Subject to the above provision the annual assessment may be increased by a vote of the membership as hereinafter provided for the next succeeding three years and at the end of each such period of three years for each succeeding three years.

The Board of Trustees of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount, provided that it shall be an affirmative obligation of the Association and its Board of Trustees, to fix such assessments at an amount sufficient to maintain and operate the Common Areas and facilities.

The Developer shall be exempt from the payment of any annual assessment or charge with respect to any Lots owned by it unless the annual assessments levied upon the Owners of all other Lots shall be insufficient in the aggregate to cover the actual costs of maintaining all Lots and Common Areas to the extent imposed upon the Association in this Declaration. In case of any such insufficiency, the Developer shall be responsible for the payment of same, not to exceed the total annual assessments and charges it would otherwise be required to pay if this exemption did not exist.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 of this Article V, the Association may levy in any assessment year a special assessment (which must be fixed at a uniform rate for all Lots) applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder, 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 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 of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Change in Maximum of Annual Assessments. Subject to the limitations prescribed by Section 3 of this Article V for the period ending January 1, 1971, the Association may change the maximum of the assessments fixed by said Section 3 provided that any change shall have the assent of two-thirds of the votes of the membership voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 of this Article V, shall be as follows:



At the first meeting called, as provided in Sections 4 and 5 of this Article V, the presence at the meeting of Members or of proxies, entitled to cast sixty per cent of the votes of the entire membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that such subsequent meeting shall not be held more than sixty days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the first Lot from the Developer to an Owner and shall be due and payable in advance on the first day of each calendar month.

At the time of acquiring title to a Lot from the Developer each Owner acquiring such title shall deposit with the Association an amount equal to one-fourth of the annual assessment at the time then in effect to provide for the initial costs of maintaining the Association. The aforementioned payment shall not in any way be considered a prepayment of the annual assessment fee.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Trustees. In the event of any change in the annual assessments as set forth herein, the Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien; Remedies of Association. If any assessment is not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.



If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six per cent per annum and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the property; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties 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 property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. 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.

Section 11. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use; (b) all Common Areas as defined in Article I, Section 1, hereof; and (c) all model homes used by the Developer for actual sales purposes. Subject to the provisions of Article V, Section 3 herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE VI

### PARTY WALLS OR PARTY FENCES

Section 1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction of the homes upon The Properties and any replacement thereof.

In the event that any portion of any structure, as originally constructed by the Developer, including any party wall or fence, shall protrude over an adjoining lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lot or lots, and Owners shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence constructed by the Developer. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.



Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence may restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 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 6. Arbitration. In the event of any dispute arising concerning a party wall or party fence, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and be binding upon the parties.

## ARTICLE VII

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon The Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations 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 Trustees of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty 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.

## ARTICLE VIII

### USE OF PROPERTY

Section 1. Uses and Structures. No Lot shall be used except for residential purposes and the Developer's construction, sales offices, or model homes, and sales office parking during the construction and sales period. No building shall be erected



altered, placed, or permitted to remain on any Lot other than one attached single-family dwelling not exceeding two and one-half stories in height. No detached garage, carport or accessory building may be erected. An attached addition to the dwelling may be erected but only on condition that it shall not project (a) beyond the front wall of the dwelling or structure as originally erected by the Developer, (b) more than ten feet beyond the rear wall of the dwelling or structure as originally erected by the Developer; nor occupy more than twenty-five per cent of the rear yard, and (c) that it and any breezeway or other structure connecting it with the dwelling shall conform in architecture, material and color to the dwelling, and upon the further conditions set forth in Section 2 hereof. No motor vehicle other than a private passenger type shall be garaged or stored in any garage or carport, on any Lot, parking compound or regularly parked in residential areas. No business or trade of any kind or noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boat, trailer, tent, shack or other such structure shall be located, erected or used on any Lot, temporarily or permanently.

Section 2. Alterations and Additions. No building, structures, dwelling, garage, carport or breezeway shall be erected nor shall any alteration or addition to or repainting of the exterior thereof be made unless it shall conform in architecture, material and color to the dwelling as originally constructed by the Developer.

Section 3. Cost and Size of Dwelling. No dwelling shall be erected on any Lot at a cost of less than Thirteen Thousand Dollars (\$13,000.00) based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated therein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, garages and carports, shall be not less than seven hundred and fifty square feet (750 sq. ft.) for a one-story dwelling, nor less than six hundred square feet (600 sq. ft.) for a dwelling of more than one story.

Section 4. Setbacks.

(a) On Lots abutting on only one street or Lots not abutting on a street ("interior" Lots), no building or structure shall be located nearer than fifteen feet to the front and rear lot lines.

(b) On Lots abutting on two non-intersecting streets ("through" Lots), no building or structure shall be located nearer than fifteen feet to the front and rear lot lines.

(c) On Lots abutting on two or more intersecting streets ("corner" Lots), no building or structure shall be located nearer than fifteen feet to any lot line, exclusive of the lot line whereon a party wall is situated.



Section 5. Lot Width and Area. No dwelling shall be erected or placed on any Lot having a width of less than sixteen feet minimum nor shall any dwelling be erected or placed on any Lot having an area of less than twelve hundred square feet (1,200 sq. ft.).

Section 6. Signs. No sign of any kind shall be displayed to the public view on any dwelling or Lot except a one-family name or professional sign of not more than two hundred and forty square inches (240 sq. in.), or one temporary sign of not more than five square feet, advertising the property for sale or rent. No such sign shall be illuminated except by non-flashing white light emanating from within or on the sign itself and shielded from direct view. The foregoing to the contrary notwithstanding, the Developer may maintain on The Properties, temporary signs advertising the houses for sale during the period it maintains a sales office.

Section 7. Drilling and Mining. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two pets in the aggregate may be kept in any such dwelling or Lot.

Section 9. Garbage and Rubbish. Garbage and rubbish shall not be dumped or allowed to remain on any Lot. If contained in a closed metal receptacle it may be placed outside the dwelling in the rear yard, for collection in accordance with the regulations of the collecting agency and the Association.

Section 10. Fences. An ornamental corner fence of not more than two sides, no one side of which is longer than ten feet or higher than three feet is permitted on each corner Lot. With the exception of said ornamental corner fences, fabricated fences are prohibited on any part of the Lot, except for those fences to be built by or on behalf of the Developer in the rear yard. The position of original installation of said fences shall not be changed, and the Owner of the Lot shall maintain said fences intact and shall not remove any part thereof or add to the same. If all or any part of said fences are damaged or destroyed, the Owner of the Lot shall forthwith replace or repair the same in the same style and manner as originally erected by the Developer. Repairs to or reconstruction of damaged or destroyed party fences shall be governed by the provisions of Article VI of this Declaration.

Section 11. Laundry Lines. Laundry poles and lines outside of houses are prohibited except that one portable laundry dryer, not more than seven feet high, may be used in the rear yard of each dwelling on days other than Sundays and legal holidays; and such dryer shall be removed from the outside when not in actual use.



Section 12. Lawn Mowing. Rear yard lawns in the area between the rear-most wall of the dwelling as originally erected by the Developer and any fence that is erected on the Lot shall be mowed and weeds removed at least once a week between April 15th and November 15th of each year.

Section 13. Antennae. No radio, television or similar tower shall be erected on any Lot or attached to the exterior of any dwelling.

Section 14. Protective Screening.

(a) Protective screening areas are established as follows:

<u>Area</u>	<u>Block</u>	<u>Lot</u>
-------------	--------------	------------

and on all corner Lots, in an area beginning approximately ten feet back from the intersection of the two street lines. The planting shall be maintained throughout the entire length of each such screening area by the Association at its expense, so as to form an effective screen for the protection of the residential area. No building or structure shall be placed or permitted in such screening area, other than for the purpose of installing, maintaining or utilizing the easements referred to in Section 15.

(b) Wherever in any such screening area, on any Lot, the Developer has planted or may hereafter plant screening material, the Association shall maintain such material intact and shall not remove any part thereof or add to the same. If any of such planting dies or is destroyed, the Association shall forthwith replace the same with planting of the same kind and size, or evergreen plants of the same size.

Section 15. Easements.

(a) Perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water, gas and drainage facilities, for the benefit of the adjoining land owners and/or the Developer, authority, commission, municipality or other agency ultimately operating such facilities, are reserved as shown on the subdivision map described in Exhibit "A" attached hereto. No building, fences or structures shall be erected nor any paving laid within the easement areas occupied by such facilities. No trees or shrubs shall be planted in the easement areas and no excavation or filling shall be done in the easement areas without the written consent of the Developer, authority, commission, municipality or other agency supplying sewer, water, gas and/or drainage facilities for said subdivision.

(b) The Developer, its successors and assigns, shall at all times have the right of ingress and egress over said easements and a right-of-way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any sewer, gas, water and/or drainage facilities within said easement and right-of-way areas, along the



lines designated for such purpose on said subdivision plat and shall also have a right-of-way in general in and over each lot for access to such easement areas and the sewer, gas, water and/or drainage facilities located therein and for installing, operating, maintaining, repairing, inspecting and reading any meters appurtenant to such facilities. The Developer, its successors and assigns, and any party for whose benefit the within stated provisions concerning sewer, water, gas and drainage easements are made shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said easement areas of timber, trees or shrubs, or any building, fence, structure or paving erected on or laid within the easement areas, and no charge, claim or demand may be made against such parties for any or all activities in the exercise of their rights herein granted. The provisions of the within Declaration concerning violations, enforcement and severability are hereby made a part of these provisions for perpetual sewer, water, gas and drainage easements; and notwithstanding any change which may be made with respect to any other provision of the within Declaration, the aforesaid provisions incorporated in these provisions shall be perpetual and run with and bind the land forever.

(c) Perpetual easements and rights-of-way are also reserved in general in and over each lot for the installation, construction, reconstruction, maintenance, repair, operation and inspection of electric, gas and telephone facilities and for reading any meters appurtenant thereto.

(d) Perpetual easements for the construction, paving, maintenance, repair and replacement of walkways for pedestrian use are hereby reserved in and over each Lot, as shown on the aforementioned subdivision map of The Properties, for ingress, egress and regress over said easement area exclusively for the benefit of the Association, its Members, their invitees and licensees.

Perpetual easements for the exclusive use of the Members of the Association as parking areas are hereby reserved as designated on the subdivision plat which is the subject of this Declaration. The use of the parking easements are subject to the designation of exclusive spaces to the Owners by the Association as provided in Article IV, Section 4, herein. Parking spaces in the Common Area may be designated for the exclusive use of the Owners by the Association.

The aforesaid perpetual easement areas shall be maintained by the Association and no building, fence or structure shall be erected in or over same.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Duration and Amendment. 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, until December 31, 1999, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by the then Owners of two-thirds of the Lots has been



recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded two 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 days in advance of any action taken. Unless specifically prohibited herein, Articles I through IX of this Declaration may be amended by an instrument signed by the Owners holding not less than ninety per cent of the votes of the membership at any time until December 31, 1999 and thereafter by an instrument signed by the Owners holding not less than two-thirds of the votes of the membership. Any amendment must be properly recorded to be effective.

Section 2. 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, postpaid, 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 3. Enforcement. The Association, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure 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. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Developer herein, has caused its seal to be hereunto affixed and these presents to be signed by its officer thereunto duly authorized the day and year first above written.

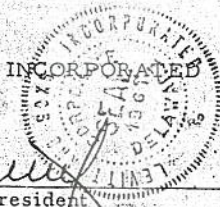
ATTEST:

Lourence H. Goodman  
Assistant Secretary

LEVITT AND SONS, INCORPORATED

By:

M. K. Kaur  
Vice President





3681 782

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NASSAU )

On this, the *21st* day of *January*, 1968, before me, the undersigned officer, personally appeared Nelson C. Kamuf, who acknowledged himself to be the Vice President of Levitt and Sons, Incorporated, a Delaware corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I have set my hand and official seal.

*Micheline Leroise*  
Notary Public

MICHELINA LEROSE  
Notary Public, State of New York  
No. 30-2316435  
Qualified in Nassau County  
Commission Expires March 30, 1969

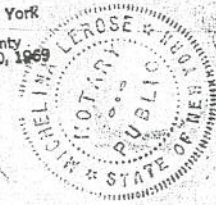




EXHIBIT "A"DESCRIPTION OF "THE PROPERTIES" AS DEFINED  
IN ARTICLE 1, SECTION 1 (b), OF DECLARATION OF  
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES  
AND LIENS DATED AS OF

ALL those certain lots, pieces, tracts or parcels of land and premises situate, lying and being in Prince George's County, Maryland as shown on the final subdivision plats, to be recorded simultaneously herewith, among the land records of Prince George's County, Maryland, said plats being four (4) pages, entitled as follows:

"Belair Town Subdivision Plat, Part of Blocks 146 and 283,  
Section 96"

Lots 1 through 19 of Block 283  
Lots 101 through 123 of Block 146

Parcel A of Block 283, containing 0.5721 acres  
Parcel B of Block 146, containing 1.1425 acres

"Belair Town Subdivision Plat, Part of Blocks 146 and 283,  
Section 96"

Lots 20 through 35 of Block 283  
Lots 124 through 134 of Block 146

Parcel C of Block 283, containing 0.6531 acres  
Parcel D of Block 146, containing 3.1239 acres

"Belair Town Subdivision Plat, Block 284 and Part of Blocks  
146 and 283, Section 96"

Lots 1 through 23 of Block 284  
Lots 36 through 46 of Block 283  
Lots 135 and 136 of Block 146  
Lots 175 through 181 of Block 146

Parcel E of Block 284, containing 1.4040 acres  
Parcel F of Block 284, containing 0.2285 acres  
Parcel G of Block 284, containing 0.2303 acres

"Belair Town Subdivision Plat, Part of Block 146, Section 96"

Lots 137 through 174 of Block 146

Parcel G of Block 146, containing 1.6671 acres  
Parcel H of Block 146, containing 0.2420 acres



EXHIBIT "B"DESCRIPTION OF COMMON AREAS" AS DEFINED IN  
ARTICLE 1, SECTION 1 (c), OF DECLARATION OF  
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES  
AND LIENS DATED AS OF

ALL those certain lots, pieces, tracts or parcels of land and premises situate, lying and being in Prince George's County, Maryland as shown on the final subdivision plats, to be recorded simultaneously herewith, among the land records of Prince George's County, Maryland, said plats being four (4) pages, entitled as follows:

"Belair Town Subdivision Plat, Part of Blocks 146 and 283,  
Section 96"

Parcel A of Block 283, containing 0.5721 acres

Parcel B of Block 146, containing 1.1425 acres

"Belair Town Subdivision Plat, Part of Blocks 146 and 283,  
Section 96"

Parcel C of Block 283, containing 0.6531 acres

Parcel D of Block 146, containing 3.1239 acres

"Belair Town Subdivision Plat, Block 284 and Part of Blocks  
146 and 283, Section 96"

Parcel E of Block 284, containing 1.4040 acres

Parcel F of Block 284, containing 0.2285 acres

Parcel G of Block 284, containing 0.2303 acres

"Belair Town Subdivision Plat, Part of Block 146, Section 96"

Parcel G of Block 146, containing 1.6671 acres

Parcel H of Block 146, containing 0.2420 acres



\*\*\*\*\*  
 DECLARATION OF COVENANTS  
 RESTRICTIONS, EASEMENTS  
 CHARGES AND LIENS  
 \*\*\*\*\*

BELAIR TOWN  
 SECTION 96

Record and Return to:

LEVIN & SONS INC  
 7411 RIGGS ROAD  
 HYATTSVILLE, MD 20783  
 ATT: ROBERT E. DAVY ESQ.

Received for record on the 27<sup>th</sup>  
 Day of December, A. D. 1979  
 and the same day recorded in Liber  
 No. 1661 of Folios 127 & 128  
 one of the 1979 Records  
 of Prince Georges County, Maryland

W. L. Williams, Clerk  
 Clerk of the Circuit Court