

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

OFFER FOR PURCHASE OF FEE SIMPLE PROPERTY

Property Reference Name: PRS Custom Homes – Lot 7
Modal Item No.: 89280 **Project No.: MO971A32**

MC #10-1047
SHA Plat No.: Deed Description

OFFER INFORMATION SUMMARY

The Maryland Department of Transportation (MDOT) welcomes your Offer to acquire the former PRS Custom Homes Lot 7 property consisting of 2.6497 acres or 115, 419 square feet, plus or minus of land, identified as Lot 7 in the “Oak Hill Estates” on Tax Map KS23, located at 2109 Sahalea Terrace in Montgomery County, MD, in accordance with Title §8-309 Annotated Code of Maryland and State Clearinghouse policy. Kindly complete the attached forms and forward them to us for consideration and processing. The executed Offer for Purchase of Fee Simple Property: Offer Information Summary; Offer Form; Standard Conditions, Reservations and Covenants Governing the Sale of Real Property; and Additional Conditions and Disclosure Information forms should be mailed or delivered to:

Nimisha Sharma
Director, Office of Real Estate and Economic Development
Maryland Department of Transportation The Secretary’s Office
7201 Corporate Center Drive, MS-470
Hanover MD 21076

The sale of this property is subject to the approval of the Maryland Department of Transportation State Highway Administration Administrator and, where it is required, the Federal Highway Administration and/or the Board of Public Works. Assuming the sale is approved, and a deed is executed, additional steps need to be taken to finalize a transaction and the buyer must be prepared to settle on the property within 90 days of “Notice of Approval of Sale” by the MDOT.

Throughout this process, the buyer will have one (1) single point of contact for communication. **All requests or questions concerning settlement should be directed to:**

Glen Carter
Team Leader, Real Estate Services
Office of Real Estate and Economic Development
Maryland Department of Transportation The Secretary’s Office
410-865-1270
gcarter@mdot.state.md.us

Initial Deposit:	\$ 50,000.00
Second Deposit:	\$
Balance Due at Settlement:	\$ 220,000.00

Buyer’s Authorized Signature: _____

Date: _____

Printed or Typed Name: _____

MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

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OFFER FORM

TO: The Maryland Department of Transportation The Secretary’s Office (MDOT TSO)
The Maryland Department of Transportation State Highway Administration (MDOT SHA)

I (we), the undersigned, do hereby agree to purchase the MDOT SHA’s right, title, and interest in and to the above parcel containing 2.6497 acres, plus or minus, located in the subdivision known as Oak Hill Estates, at 2109 Sahalea Terrace, Silver Spring in Montgomery County, for the sum of **Two Hundred Seventy Thousand Dollars (\$ 270,000)**. I (we) do hereby transfer a **certified or cashier’s check** in the amount of **Fifty Thousand Dollars (\$50,000)**, payable to the order of the **MDOT State Highway Administration** to cover the initial deposit.

It is understood and agreed by the undersigned that this property will be sold in “as is, where is” condition. It is understood it is the responsibility of the buyer to conduct their due diligence of the subject property prior to submitting an offer.

Settlement must occur within 90 days of “Notice of Approval of Sale” by the MDOT. Any request for extension must be submitted, in writing, within 60 days of “Notice of Approval of Sale,” to the Director, Office of Real Estate and Economic Development (ORED), MDOT TSO. An extension may be granted at the sole discretion of the Director, ORED, MDOT TSO and may require an additional deposit from the buyer.

IT IS FURTHER UNDERSTOOD AND AGREED THAT, in submitting the Offer for Purchase of Fee Simple Property, I (we), the undersigned, have accepted, will abide by, and comply with all conditions set forth in the attached:

1. STANDARD CONDITIONS, RESERVATIONS AND COVENANTS GOVERNING THE SALE OF REAL PROPERTY, AND
2. ADDITIONAL CONDITIONS AND DISCLOSURE INFORMATION.

FURTHERMORE, the buyer warrants that he/she/they are **NOT AN EMPLOYEE(S) OF THE MDOT;** and that the buyer(s) **CANNOT ASSIGN THESE PURCHASE RIGHTS WITHOUT PRIOR WRITTEN CONSENT BY THE MDOT.**

PLEASE PRINT NAME(S) OF PARTY(IES) TO
APPEAR IN THE DEED BELOW:

BUYER’S SIGNATURE: _____

PRINT NAME(S) AND TITLE(S): _____

ADDRESS: _____

ALSO, HOW PROPERTY IS TO BE HELD BELOW:

TELEPHONE NO: _____

DATE: _____

SSN NO./TAX ID NO.: _____

NOTE: The amount of all deposit(s) will be returned if the Offer is rejected.

Buyer’s Authorized Signature: _____

Date: _____

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

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**STANDARD CONDITIONS, RESERVATIONS AND COVENANTS GOVERNING
THE SALE OF REAL PROPERTY:**

The attention of all prospective buyers is called to the fact that each and every Offer for Purchase of Fee Simple Property submitted to the Maryland Department of Transportation State Highway Administration (MDOT SHA) and sale of Real Property by the MDOT SHA shall be subject to each and every condition hereinafter set forth, in addition to any "Special Stipulations" as set out in the Offer for Purchase of Fee Simple Property or other documents which apply to the specific property or properties. **It is therefore of the utmost importance that all buyers carefully review** these "Standard Conditions, Reservations and Covenants Governing the Sale of Real Property" as well as the "Additional Conditions and Disclosure Information" and other documents governing the sale before submitting any offer or executing a right to reacquire property under the provisions of Section 8-309 of the Transportation Article of the Annotated Code of Maryland (§8-309).

1. Except as otherwise provided in § 8-309 or other governing law, the MDOT SHA reserves the right to reject any and all offers to purchase or acquire any property offered for sale by the MDOT SHA and it reserves the right thereafter to sell any or all of said premises at public or private sale in whatever manner the MDOT SHA may determine, without any further obligation or liability to the buyer.
2. Under the provisions of §8-309:
 - a. If the parcel is sold at Public Auction it is only necessary for the MDOT SHA Administrator to execute and deliver the deed conveying the land to the buyer.
 - b. Except for parcels sold at Public Auction, the deed conveying this property must be executed by the MDOT SHA Administrator and the Board of Public Works (BPW); therefore, no offer of this type is accepted and no sale of this type is final until the BPW has approved it. Additionally, no sale of this type is final until delivery of the executed deed.
3. The special MDOT SHA plat or plats (if any) prepared for the property now being considered show only the approximate boundaries of said property. Said boundary lines were not established by actual survey and, therefore, any additional surveys that the buyer may elect to have made to further satisfy himself or herself as to the exact boundary lines of said property shall be performed at the sole expense of the said buyer.
4. Any title examinations that the buyer may desire to make shall be made at the sole expense of said buyer.
5. The buyer shall assume the cost of all recording fees and charges and State and Federal Revenue Tax charges and other similar expenses, which may be required in order to record any deed or deeds to the property being offered for sale.
6. The quit claim deed or deeds by which the MDOT SHA will convey said property to the buyer will convey all of the MDOT SHA's right, title, and interest as conveyed to the MDOT SHA by the deed or deeds on record to the MDOT SHA for the land covered by the proposed sale. The said deed or deeds to said buyer will contain the following reservations, restrictions and covenants, which shall run with and bind the land to be conveyed, and which shall also be binding upon the buyer (grantee) and the heirs, successors and assigns of said grantee forever.
7. Reserving unto the State of Maryland, to the use of the MDOT SHA, its successors and assigns, the following:
 - a. Excepting from this conveyance so much of said land as will lie between the outermost lines designated "Right-of-Way Line" as shown and/or indicated on the MDOT SHA-SRC Right-of-Way plat(s) for this project.

Buyer's Authorized Signature: _____

Date: _____

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

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STANDARD CONDITIONS, RESERVATIONS AND COVENANTS GOVERNING THE SALE OF REAL PROPERTY

(Continued):

- b. The right to create, use and maintain on the land shown hatched thus  on the MDOT SHA-SRC plat(s) such slopes as are necessary to retain the highway and/or adjacent property; it being agreed between the parties hereto, however, that at such time as the contour of the land required for slopes is no longer necessary as support to protect the property retained by the State in fee simple, then said easement for slopes shall cease to be effective.
- c. The right to create, use, and maintain on the land shown cross-hatched thus  on the MDOT SHA-SRC plat(s) a perpetual easement for such drainage structures, stream changes, and facilities as are necessary in the opinion of the MDOT SHA to care for whatever drainage structures which may be determined necessary by the MDOT SHA to protect the highway.
- d. The perpetual right to discharge the flow of water from such stream changes and all other drainage facilities as are necessary in the opinion of the MDOT SHA to adequately drain the highway or adjacent property and/or control the flow of water into existing waterways or natural drainage courses, as indicated by the symbol  and/or the existing ground, as indicated by the symbol , at the outlet end of the drainage facilities so created by the MDOT SHA, all of which are shown on the Right-of-Way plat(s).
- e. Subject to and reserving from this conveyance any and all rights and reservations that may have been granted or reserved by the former owners of this property or their predecessors in title and/or covenants or restrictions which may have been established with respect to said land by such former owners or their predecessors in title.
- f. Subject to and reserving from this conveyance any and all existing rights now held or used by any public utility or public utilities across or adjacent to the land hereby conveyed.
8. Deposit(s) or balance due at settlement shall be in the form of a certified or cashier's check in the amount specified in the Offer for Purchase of Fee Simple Property: Offer Information Summary and Offer Form.
9. All auction bid offers submitted on any property shall remain in full force and effect for not less than 180 days after the date of auction.
10. The highest informal offer submitted on any property shall remain in full force and effect for 180 days after the closing date for receipt of the informal offer. Except for the check submitted with the highest informal offer, all other checks will be returned to such buyers by mail within seven (7) days of the closing date for receipt of the offer.
11. No Offer for Purchase of Fee Simple Property shall be considered accepted until formal Notice of Approval of Sale, in writing, is received by the buyer from the Maryland Department of Transportation. Where BPW approval is required no sale is final until the BPW approves the sale and the deed executed by the BPW is delivered.
12. If the buyer should fail to transmit a certified or cashier's check covering the balance of the sales price to the MDOT SHA within 90 days of the date he/she is notified (Notice of Approval of Sale) that the executed deed is ready for delivery, then the MDOT SHA may automatically retain the full amount of any "deposit monies" held and thereafter dispose of the property in whatever manner the MDOT SHA may determine, without any further obligation or liability to the buyer, who thus fails to pay the balance due as specified. Exceptions are warranted for granted extension.

Buyer's Authorized Signature: _____

Date: _____

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ADDITIONAL CONDITIONS AND DISCLOSURE INFORMATION

Property Conditions and Disclosures:

1. The apparent zoning is RC (Rural Cluster). All zoning and use determinations will be made by Montgomery County. The Maryland Department of Transportation offers no warranty as to zoning or permitted use.
2. The subject property is a vacant, unimproved and is completely wooded.
3. The subject property is shown on a plat recorded in the Montgomery County Land Records in Plat Book 157, Plat number 17786 titled “Lots 6 to 9 Oak Hill Estates,” dated July 1989 and prepared by Tri-Country Surveys.
4. The subject property has electrical and telephone service available.
5. The property is subject to restrictive covenants as recorded among the land records of Montgomery County (Liber 9670, Folio 370).
6. A 50’ building restriction line and slope easement runs along the Sahalea Terrace frontage together with a 10’ public utility easement.
7. The subject property is located outside the limits of the 100 year fold plain.

Sale Policy Conditions and Disclosures:

This property will be sold in “**as is, where is**” condition. It is the responsibility of the buyer to conduct their due diligence of the subject property prior to executing and submitting the Offer for Purchase of Fee Simple Property.

The buyer will provide the grantee information to appear on the deed. He, she, they will also sign all pages of the Offer for Purchase of Fee Simple Property. The terms of the sale are such that the MDOT SHA, Office of Real Estate will recommend approval of the sale to the MDOT SHA Administrator and, where it is required, the Federal Highway Administration (FHWA). After all recommendations are received, the MDOT SHA Administrator and/or the Board of Public Works (BPW), shall decide to accept or reject the sale.

If the sale is accepted the buyer will be sent a “Notice of Approval of Sale” and the buyer will be expected to settle on the property within 90 days. This time period or any terms and conditions can only be modified, in writing, by the Director, Office of Real Estate and Economic Development (ORED), Maryland Department of Transportation The Secretary’s Office (MDOT TSO). An extension may be granted at the sole discretion of the ORED Director and may require an additional deposit from the buyer. A right of entry or access to the property by the buyer may be permitted prior to final settlement and will exist in accordance with the terms of a lease of nominal value, or by written approval by the ORED Director.

If the sale is rejected all deposit monies will be returned to the buyer and the property may be disposed of in whatever manner the MDOT may determine, without any further obligation to the buyer.

Important Notice: All disclosure information contained herein is subject to independent verification by any and all interested parties; whereas, it is believed to be accurate it is in no way warranted.

Buyer’s Authorized Signature: _____

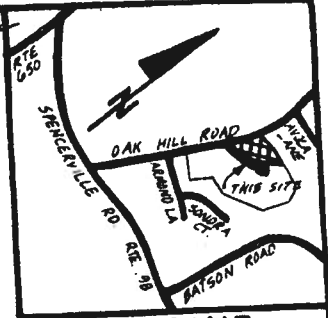
Date: _____

OWNER'S DEDICATION
 WE, P.R.S. CUSTOM HOMES PARTNERSHIP BY PARTNER REESE, AND SANDERILL, INC. AND G.L.P. DEVELOPMENT CO., INC. OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAN OF SUBDIVISION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, UNLESS OTHERWISE SHOWN, DEDICATE THE STREETS TO PUBLIC USE, ESTABLISH THE PUBLIC UTILITY EASEMENT PER TERMS AND CONDITIONS OF LIBER 3834, FOLIO 457 AND DRAINAGE EASEMENT AS SHOWN AND GRANT TO MONTGOMERY COUNTY, MARYLAND A 50 FOOT WIDE SLOPE EASEMENT AS SHOWN, SAID SLOPE EASEMENT SHALL BE EXTINGUISHED WHEN ALL PUBLIC IMPROVEMENTS HAVE BEEN LAWFULLY COMPLETED AND ACCEPTED FOR MAINTENANCE BY MONTGOMERY COUNTY, MARYLAND.

THERE ARE NO LEASES, LIENS, TRUSTS, ACTIONS AT LAW OR MORTGAGES ON THE PROPERTY SHOWN ON THIS PLAN EXCEPT A MORTGAGE AND THOSE HAVING AN INTEREST THEREIN HAVE INDICATED THEIR ASSENT HEREON.

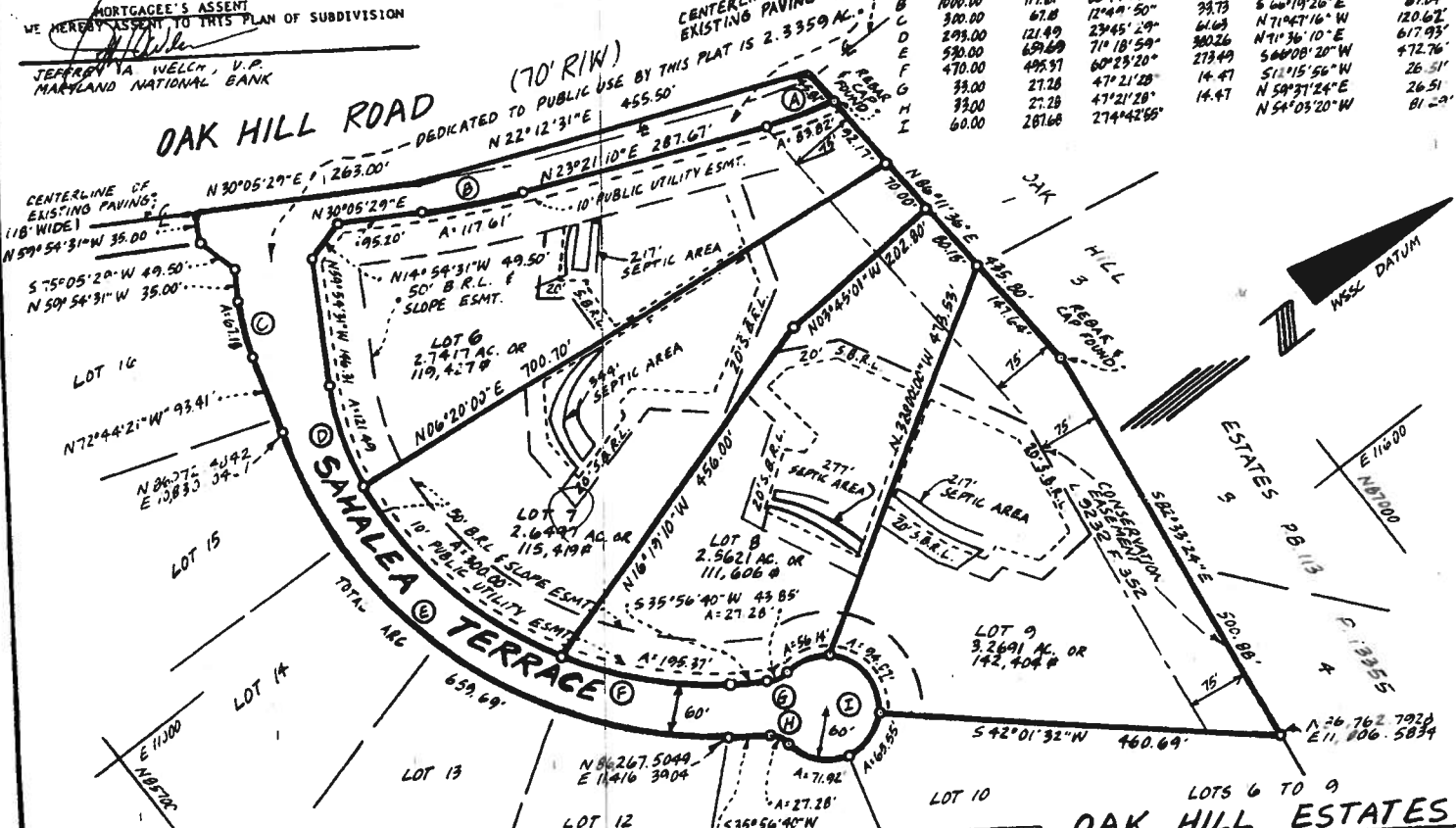
WITNESSES: *[Signatures]*
 10-22-89 BY DONALD R. REESE, PRES., GENERAL PARTNER
 10-22-89 BY WILLIAM L. WINTS, PRES.
 G.L.P. DEVELOPMENT CO., INC.
 SILBERT L. PORTER, GENERAL PARTNER, PRES.

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT, THAT IT IS A SUBDIVISION OF PART OF THE LAND CONVEYED BY JESSE D. BROWN, LLOYD W. BROWN, AND JOYCE E. EVERHART TO P.R.S. CUSTOM HOMES PARTNERSHIP, BY PARTNER REESE AND SANDERILL, INC. AND G.L.P. DEVELOPMENT CO. INC. BY DEED DATED SEPT. 27 1989 AND RECORDED IN LIBER 0015 AT FOLIO 741 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, AND PIPES MARKED THUS "D" HAVE BEEN PLACED WHERE SHOWN. THE TOTAL AREA INCLUDED ON THIS PLAN IS 13.5585 ACRES AND THE TOTAL AREA OF DEDICATION TO STREETS IS 2.3359 ACRES.
 DATE: 8-13-89
 WILLIAM L. WINTS
 R.P.L.S., MD #10721



CURVE DATA

LETTER	RADIUS	ARC	DELTA	TAN	CHORD	DIST
A	305.00	83.02	12°28'28"	42.00	N17°00'50"E	83.66'
B	1000.00	117.61	06°44'19"	58.07	N26°43'19"E	117.54'
C	300.00	67.8	12°44'50"	39.73	S60°19'26"E	67.04'
D	293.00	121.49	23°45'29"	61.03	N71°47'16"W	120.61'
E	530.00	69.69	71°18'59"	300.26	N71°36'10"E	617.93'
F	470.00	495.97	60°23'20"	213.49	S60°08'20"W	472.76'
G	33.00	27.28	47°21'28"	14.47	S11°15'56"W	26.51'
H	33.00	27.28	47°21'28"	14.47	N59°31'24"E	26.51'
I	60.00	267.68	27°44'56"		N54°03'20"W	81.29'



- NOTES AND LEGEND**
- FOR PUBLIC WATER AND SEPTIC SYSTEMS ONLY
 - SEPTIC AREAS ARE SHOWN THUS
 - SEPTIC BUILDING RESTRICTION LINE - 5 B.R.L.
 - MAXIMUM NO. OF BEDROOMS PERMITTED A LOT IS 6.
 - SEPTIC B.R.L. SUBJECT TO CHANGE WITH REAPPROVAL OF HEALTH DEPT.
 - LOTS SHOWN ON APPROVED PRELIMINARY PLAN NO 1-88163

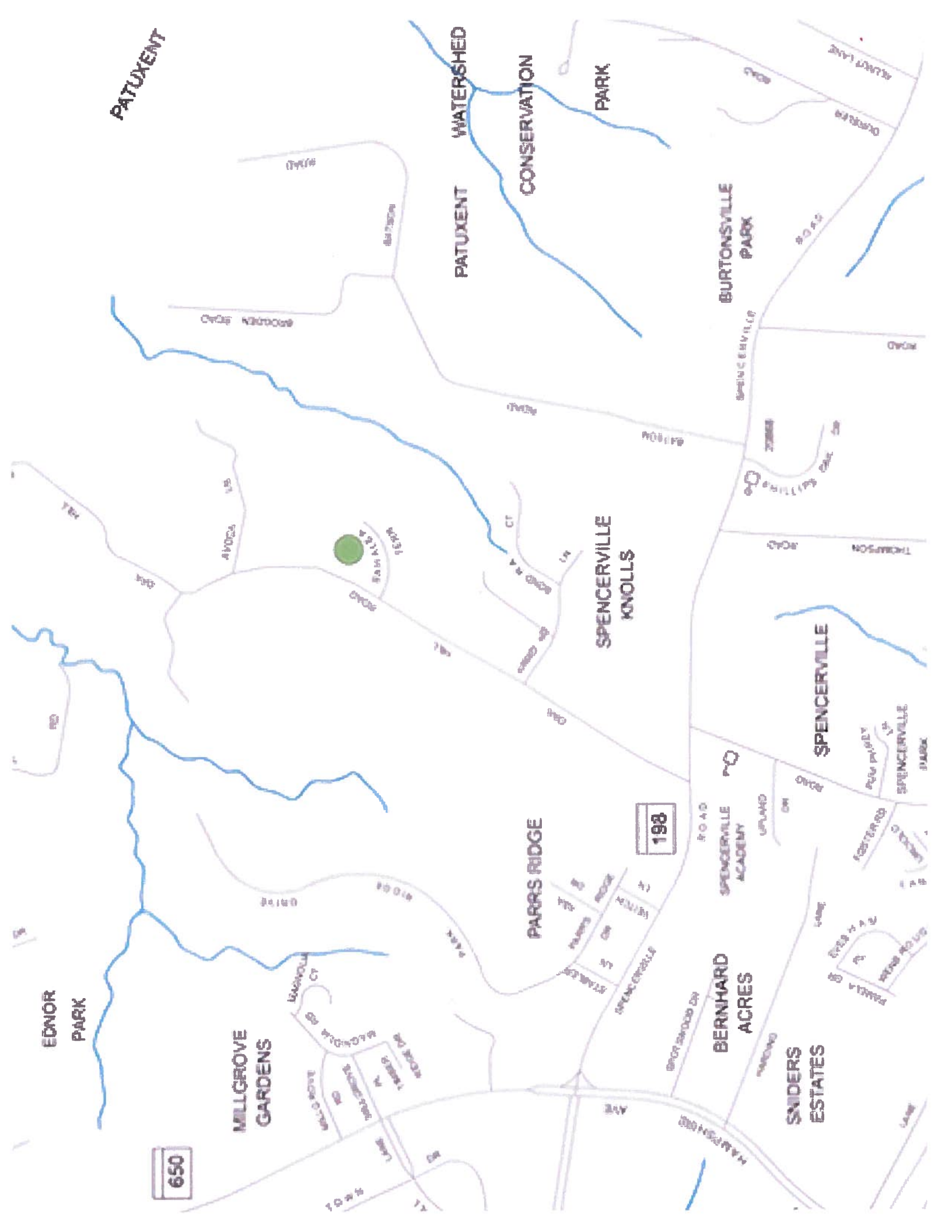
MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION - MONTGOMERY COUNTY PLANNING BOARD
 APPROVED: SEPTEMBER 7, 1989
[Signatures]
 M.N.C.P.P.C. RECORD FILE NO. 572-47

MONTGOMERY COUNTY, MARYLAND DEPARTMENT OF TRANSPORTATION
 APPROVED: *[Signature]* 12/19/89
 FOR DIRECTOR

MONTGOMERY COUNTY, MARYLAND DEPARTMENT OF HEALTH
 APPROVED: *[Signature]* 12/19/89
 HEALTH OFFICER

OAK HILL ESTATES
 COLESVILLE ELECTION DISTRICT #5
 MONTGOMERY COUNTY, MARYLAND
 SCALE: 1"=100'
 JULY, 1989

TRI-COUNTY SURVEYS, INC.
 BOX 55
 DAMASCUS, MD 20872
 PHONE - 831-3655



PATUXENT

PATUXENT WATERSHED CONSERVATION PARK

BURTONSVILLE PARK

SPENCERVILLE KNOLLS

SPENCERVILLE

EDNOR PARK

MILLGROVE GARDENS

PARRIS RIDGE

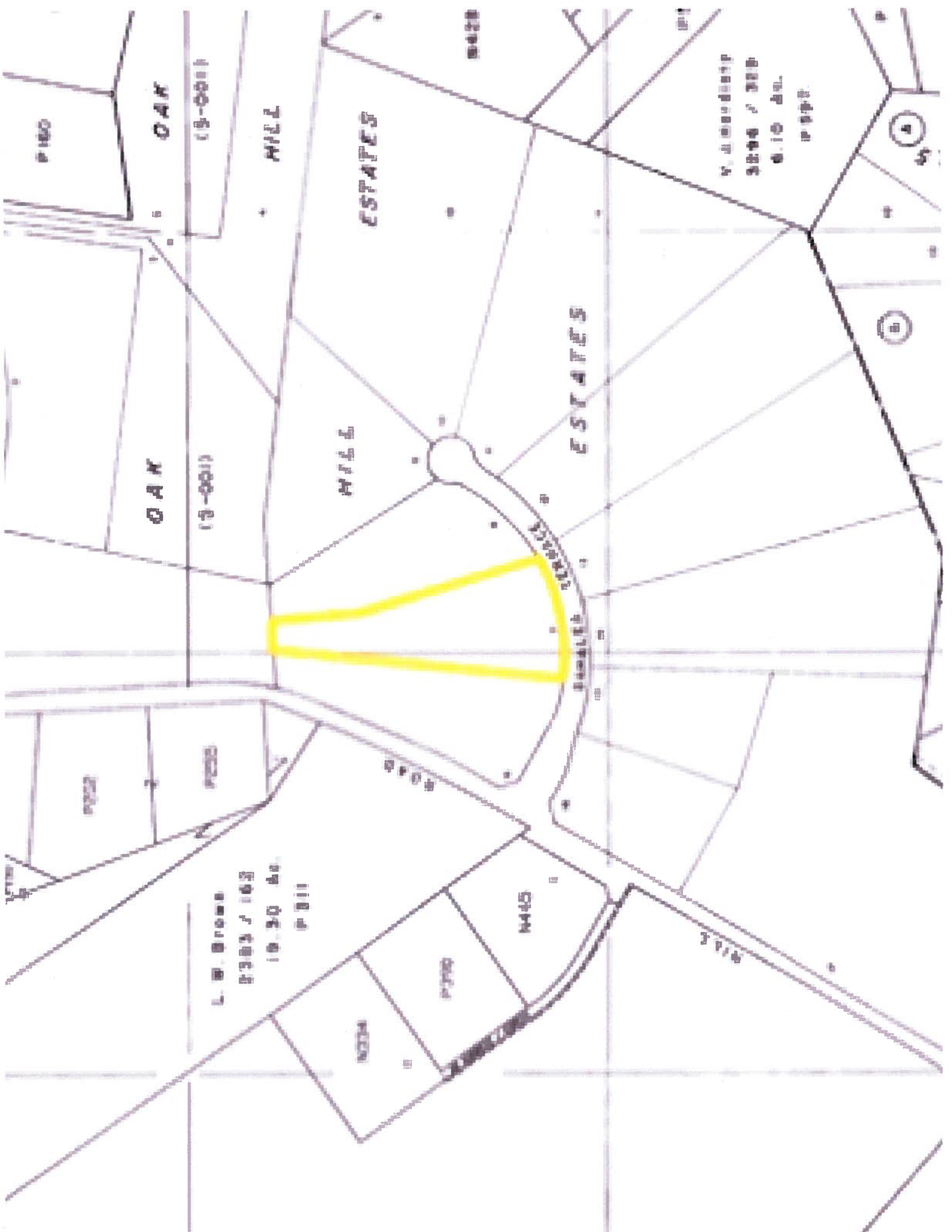
BERNHARDT ACRES

SNIDERS ESTATES

SPENCERVILLE ACADEMY

650

198



OAK
(9-001)

HILL

ESTATES

OAK
(13-001)

HILL

ESTATES

PINE TRAIL

V. J. Woodbury
32244 & 32245
0.10 ac.
1998

L. W. Brown
2322 & 163
10.30 ac.
1981

N445

PINE

14

13



LF 10/27/89

16299/584

SHA 63.11-27 3/1/90

Mailing Address:
Records and Research Section
707 North Calvert Street
Baltimore, Maryland 21202

DEED
TO
THE STATE OF MARYLAND
TO THE USE OF
STATE HIGHWAY ADMINISTRATION
OF THE
DEPARTMENT OF TRANSPORTATION

PAGE 1
Right of Way Item No.
89280
SHA Contract No.
MO271A32

THIS DEED, made this 1st day of October in the year 1998 from **PRS CUSTOM HOMES PARTNERSHIP**, a Maryland general partnership, Grantor, unto the **STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION**, acting for and on behalf of the **STATE OF MARYLAND**, Grantee.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid by the Grantee unto the Grantor, receipt whereof is hereby acknowledged, the said Grantor does hereby give, grant, bargain and sell, release, convey and confirm unto the **STATE OF MARYLAND TO THE USE OF THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION**, its successors and assigns, forever in fee simple,

All those two (2) lots or parcels of ground, containing a total of 5.2118 acres of land, more or less, situate, lying and being in the Colesville Election District of Montgomery County, Maryland, and identified as Lot 7, containing 2.6497 acres of land, more or less, and as Lot 8, containing 2.5621 acres of land, more or less, on a Survey Plat entitled "Oak Hill Estates" dated 8/13/89 and recorded among the Land Records of Montgomery County, Maryland, in Plat Book 157, Plat No. 17786.

BEING ALL OF THE REMAINDER of that same property conveyed by a Deed dated 9/27/89 and recorded among the Land Records of Montgomery County, Maryland, in Liber No. 9013, folio 741, from Jesse D. Brown, Lloyd W. Brown and Joyce E. Everhart, now known as Joyce E. Feoser, unto PRS Custom Homes Partnership, a Maryland general partnership.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, unto the proper use and benefit of the **STATE OF MARYLAND TO THE USE OF THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION**, its successors and assigns, forever in fee simple.

AND the Grantor covenant that it has neither done, nor suffered to be done, anything to encumber the property hereby conveyed and that it will execute such and further assurances of the same as may be requisite and will specially warrant the herein conveyed property.

The actual consideration paid by the Grantee unto the Grantor is Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

RECORDING FEE 28.00
TOTAL 28.00
Next due 10/15/98
Paid 10/15/98
Oct 15 1998 12:36 PM

FILED
MOLLY O. BUIAL
CLERK OF CIRCUIT COURT

98 OCT -1 P 12:36 PM

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 16299, p. 0584, MSA_CE63_16254, Date available 06/16/2005, Printed 10/08/2014

Final Post-Sale Charge not assessed by this deed
WASHINGTON PRESIDENTIAL SANITARY COMMISSIONERS
MONTGOMERY COUNTY
2/1/1998

DECLARATION OF COVENANTS

Lots 6 through and including 17

"OAK HILL ESTATES"

Plat Book 157, Plat Nos. 17785
Through 17787, Both Inclusive

MONTGOMERY COUNTY, MARYLAND

Parcel Identifiers:

Lot 6..... 5-1-2871784
 Lot 7..... 5-1-2871795
 Lot 8..... 5-1-2871807
 Lot 9..... 5-1-2871818
 Lot 10..... 5-1-2871820
 Lot 11..... 5-1-2871831
 Lot 12..... 5-1-2871842
 Lot 13..... 5-1-2871853
 Lot 14..... 5-1-2871740
 Lot 15..... 5-1-2871751
 Lot 16..... 5-1-2871762
 Lot 17..... 5-1-2871773

MISC F 100.00
 TAXES 1.00
 1001.00 DELID 10.00
 1001.00 100.00
 1001.00 100.00
 1001.00 100.00
 1001.00 100.00
 1001.00 100.00

After recording, please return to:

Ridgway and Griffin, Chartered
 10801 Lockwood Drive, Suite 280
 Silver Spring, Maryland 20901

100-
2
12

91 MAR 13 P 3:33 8
 CLERK'S OFFICE

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DECLARATION OF COVENANTS FOR LOTS 6 THROUGH AND INCLUDING 17,
"OAK HILL ESTATES"

THIS DECLARATION, MADE THIS 5th DAY OF March,
1991, BY PRS CUSTOM HOMES PARTNERSHIP, A MARYLAND GENERAL
PARTNERSHIP, HEREINAFTER SOMETIMES CALLED, "THE DECLARANT". *

"OAK HILL ESTATES" IS MORE PARTICULARLY DESCRIBED AS:

Being known and designated as Lots 6 through and including
17, in the subdivision known as "OAK HILL ESTATES", as per plats
recorded among the Land Records of Montgomery County, Maryland in
Plat Book 157, at Plat Nos. 17785 through 17787, both inclusive.

WHEREAS, THE DECLARANT, AS OWNER OF THE AFORESAID DESCRIBED
REAL PROPERTY, DESIRES TO CREATE THEREON A RESIDENTIAL COMMUNITY
WITH 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 COMMUNITY FACILITIES; AND TO THIS
END, DESIRES TO SUBJECT THE AFORESAID DESCRIBED REAL PROPERTY 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.

NOW, THEREFORE, THE DECLARANT HEREBY DECLARES THAT THE
AFORESAID DESCRIBED REAL PROPERTY IS AND SHALL BE HELD, CONVEYED
AND HYPOTHECATED AND 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:

SECTION 1

THE DECLARANT EXPRESSLY RESERVES THE SOLE AND EXCLUSIVE
RIGHT TO ESTABLISH GRADES AND SLOPES ON ALL LOTS AND TO FIX THE
GRADE AT WHICH ANY DWELLING SHALL HEREAFTER BE ERECTED OR PLACED
THEREON SO THAT THE SAME SHALL CONFORM TO A GENERAL PLAN, SUBJECT
ONLY TO COMPLIANCE WITH THE REGULATIONS OF PUBLIC AUTHORITIES
HAVING CONTROL THEREOF. THE DECLARANT SHALL HAVE THE FURTHER
RIGHT TO ESTABLISH MINIMUM BUILDING RESTRICTION LINES FOR LOTS,
EVEN IF SUCH STANDARDS AS ESTABLISHED BY THE DECLARANT ARE MORE
RESTRICTIVE THAN THOSE ESTABLISHED BY LOCAL ZONING CODE OR
RECORDED PLAT OF SUBDIVISION.

EXCEPT WITH THE EXPRESS WRITTEN APPROVAL OF THE DECLARANT
WHICH SHALL BE GRANTED ONLY IN UNUSUAL CIRCUMSTANCES, NO
STRUCTURE SHALL BE ERECTED OR PLACED ON ANY LOT WHICH DOES NOT
HAVE A GARAGE ATTACHED TO THE DWELLING OR CONNECTED BY A

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* NOTE: Attached to and made a part of the original recording of this Declaration
are four (4) Supplements in which the contract purchasers of four particular lots
joined in the execution and delivery of these Covenants.

BREEZEWAY OR OTHER PERMANENT STRUCTURE. THE DECLARANT SHALL HAVE THE SOLE DISCRETION TO DETERMINE ACCEPTABLE STRUCTURE AND DESIGN OF THE GARAGE AND ANY CONNECTING STRUCTURE.

SECTION 2

TREES MAY BE REMOVED FROM A LOT WHERE REASONABLY NECESSARY FOR THE CONSTRUCTION OF DRIVEWAYS, PATHS, UTILITY LINES AND STRUCTURES, BUT IN ORDER TO PRESERVE THE SCENIC BEAUTY OF THE LAND HEREBY CONVEYED, EXCEPT FOR SUCH DESIGNATED PURPOSES, NO TREE LARGER THAN SIX (6) INCHES IN DIAMETER (MEASURED TWO FEET ABOVE THE GROUND) OR MORE THAN TWENTY (20) FEET IN HEIGHT SHALL BE REMOVED FROM SUCH LAND OR DESTROYED WITHOUT THE WRITTEN APPROVAL OF THE DECLARANT. SAID PERMISSION SHALL NOT BE REQUIRED FOR REMOVAL OF DEAD TREES OR DEADFALLS. LANDSCAPE PLAN MUST BE APPROVED BY DECLARANT AND MUST BE IN PLACE PRIOR TO OCCUPANCY, WEATHER PERMITTING, BUT NO LONGER THAN SIX (6) MONTHS FROM DATE OF OCCUPANCY.

SECTION 3

NO LOT SHALL BE SUBDIVIDED INTO SMALLER LOTS AND, EXCEPT FOR ANY TRANSFER OR DEDICATION TO ANY MUNICIPALITY, PUBLIC UTILITY, OR ANY OTHER PUBLIC BODY, NO PORTION OF ANY SUCH LOT (OTHER THAN THE ENTIRE LOT) SHALL BE TRANSFERRED OR CONVEYED.

SECTION 4

LOTS SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY, AND NO OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO SPEAKER, HORN, WHISTLE, SIREN, BELL, AMPLIFIER OR OTHER SOUND DEVICE (EXCEPT SUCH DEVICES AS MAY BE USED EXCLUSIVELY FOR FIRE, EMERGENCY OR SECURITY PURPOSES) SHALL BE LOCATED, INSTALLED OR MAINTAINED UPON THE EXTERIOR OF ANY DWELLING OR UPON THE EXTERIOR OF ANY OTHER IMPROVEMENTS CONSTRUCTED UPON ANY LOT. THE USE OF ANY PORTION OF A LOT ANY PART OF ANY STRUCTURE THEREON AS AN OFFICE FOR THE CONDUCT OF ANY PROFESSIONAL BUSINESS OR POLITICAL PURPOSE OR FOR AN EMBASSY, CHANCERY, CONSULATE OR FOR ANY SIMILAR PURPOSES SHALL BE IN GENERAL DEEMED OFFENSIVE AND THEREFORE PROHIBITED UNLESS EXPRESSLY PERMITTED BY WRITTEN CONSENT OF THE DECLARANT. HOWEVER, AT THE DISCRETION OF THE DECLARANT, AS EVIDENCED BY ITS WRITTEN APPROVAL, PROFESSIONAL OFFICES IN CONJUNCTION WITH RESIDENTIAL USE, AS PERMITTED BY THE MONTGOMERY COUNTY ZONING REGULATIONS, MAY BE ALLOWED. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS PROHIBITING SUCH BUSINESS ACTIVITIES AS MAY BE REQUIRED FOR THE DEVELOPMENT OF THE PROPERTY, CONSTRUCTION OF THE RESIDENCES AND THE SALE OR RESALE OF RESIDENCES ERECTED UPON THE LOTS.

SECTION 5

NO LAWN ORNAMENTS AND NO TENT, TRAILER, OR TEMPORARY STRUCTURE, OF ANY KIND, MAY BE ERECTED OR PLACED ON OR MOVED TO ANY LOT WITHOUT WRITTEN APPROVAL OF THE DECLARANT, EXCEPT A CONTRACTOR'S SHED OR TRAILER (INCLUDING TEMPORARY TOILET FACILITIES), WHICH IS TO BE USED ONLY DURING CONSTRUCTION OF THE PERMANENT IMPROVEMENTS UPON A LOT. SUCH CONTRACTOR'S SHED OR TRAILER (INCLUDING TEMPORARY TOILET FACILITIES) SHALL BE LOCATED UPON A LOT AND SHALL BE MAINTAINED SO AS NOT TO BE OFFENSIVE TO SURROUNDING OCCUPIED RESIDENCES, AND FURTHER SHALL BE REMOVED PROMPTLY UPON THE COMPLETION OF SUCH PERMANENT IMPROVEMENTS.

SECTION 6

NO SIGN, BILLBOARD OR ADVERTISEMENT SHALL BE DISPLAYED OR PLACED UPON A LOT EXCEPT A SIGN NOT GREATER THAN THIRTY-SIX (36) INCHES BY TWENTY-FOUR (24) INCHES MAY BE PLACED UPON THE LOT INDICATING THAT THE LOT IS PRIVATE PROPERTY AND DENYING PUBLIC ACCESS TO THE LOT, OR ADVERTISING THE LOT FOR SALE OR RENT, OR EXCEPT SIGNS USED BY DECLARANT, TO ADVERTISE THE LOT DURING THE CONSTRUCTION AND SALES PERIOD. ANY SIGNAGE SO PERMITTED AND USED SHALL BE IN STRICT CONFORMANCE TO STANDARDS PROMULGATED FROM TIME TO TIME BY THE DECLARANT.

THIS LIMITATION SHALL IN NO EVENT PRECLUDE THE PLACING ON SUCH LOT OF A SIGN OF NORMAL FORM AND SIZE STATING SOLELY THE NAME OF THE OWNER OF SUCH LOT AND/OR THE ADDRESS OF THE LOT. EXCEPT FOR THE SIGNAGE DESCRIBED ABOVE, NO OWNER SHALL PLACE OR ALLOW TO BE PLACED ON ANY LOT ANY OTHER SIGNAGE UNLESS AND UNTIL THE PRIOR WRITTEN APPROVAL IS ACQUIRED FROM THE DECLARANT. IN ADDITION, THE DECLARANT MAY PERMIT LIMITED SIGNAGE BY OWNERS OF HOMES FOR RESALE ON THE LOTS PROVIDED SUCH SIGNAGE IS APPROVED IN WRITING IN ADVANCE OF ITS PLACEMENT ON THE LOTS. THE DECLARANT SHALL HAVE THE RIGHT AT ANY TIME AND WITHOUT NOTICE OF THE OWNER, TO ENTER UPON ANY LOT AND REMOVE ANY SIGN PLACED THEREUPON IN VIOLATION OF THIS PROVISION.

SECTION 7

NO GARAGE OR OUTBUILDING ERECTED ON A LOT SHALL AT ANY TIME BE USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED FOR HUMAN HABITATION; PROVIDED, HOWEVER, THIS LIMITATION SHALL IN NO WAY PROHIBIT THE CONSTRUCTION OF AN APARTMENT IN A GARAGE OR POOL CABANA, OF A GUEST HOUSE OR OTHER STRUCTURE WHICH IS ERECTED WITH FULL UTILITY SERVICE AND SUCH OTHER AMENITIES AS ARE TYPICALLY FOUND IN BUILDINGS USED FOR RESIDENTIAL PURPOSES AND IS NOT ATTACHED TO THE PRINCIPAL RESIDENTIAL STRUCTURE ON A LOT.

PERMANENT DRIVEWAYS MUST BE PAVED WITH ASPHALT WITHIN SIXTY (60) DAYS AFTER OCCUPANCY, WEATHER PERMITTING, BUT NO LONGER THAN SIX (6) MONTHS AFTER OCCUPANCY. ASPHALT USED FOR DRIVEWAY PAVING MUST BE A MINIMUM OF TWO AND ONE-HALF INCHES (2 1/2") OF BASE AND ONE AND ONE HALF INCHES (1 1/2") OF TOPPING. TAR AND CHIP MAY BE USED BUT MUST BE APPROVED BY THE DECLARANT FOR THICKNESS AND DESIGN PRIOR TO INSTALLATION.

SECTION 8

NO EXTERIOR LIGHTING SHALL BE DIRECTED OUTSIDE THE BOUNDARIES OF ANY LOT.

SECTION 9

NO TELEVISION OR RADIO AERIAL, ANTENNA DISH, ANTENNA OR OTHER DEVICE FOR RECEPTION OR TRANSMISSION SHALL BE MAINTAINED UPON THE EXTERIOR OF A DWELLING OR UPON ANY LOT, UNLESS THE DECLARANT APPROVES AN ALTERNATIVE LOCATION ON A LOT DUE TO AN UNUSUAL HARDSHIP UPON THE OWNER OF THE LOT AS DETERMINED BY THE DECLARANT.

SECTION 10

EXCEPT FOR THE TEMPORARY USE OF HOSES AND THE LIKE WHICH ARE REASONABLY NECESSARY IN CONNECTION WITH NORMAL LAWN MAINTENANCE, NO HOSE, WATER PIPE, SEWER PIPE, GAS PIPE, DRAINAGE PIPE, TELEVISION CABLE OR OTHER SIMILAR TRANSMISSION LINE SHALL BE INSTALLED OR MAINTAINED UPON ANY LOT ABOVE THE SURFACE OF THE GROUND, UNLESS SUCH INSTALLATION IS EXPRESSLY APPROVED BY THE DECLARANT.

SECTION 11

NO PLAY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, BASKETBALL BACKBOARDS, BASKETBALL HOOPS AND OTHER EQUIPMENT ASSOCIATED WITH EITHER ADULT OR JUVENILE RECREATION, SHALL BE ATTACHED IN ANY MANNER TO THE EXTERIOR OF ANY DWELLING OR OTHERWISE INSTALLED ON ANY LOT EXCEPT IS SCREENED FROM VIEW FROM THE STREET AND PLACED IN SUCH MANNER AS TO NOT CONSTITUTE A NUISANCE TO ADJOINING OWNERS.

SECTION 12

VEGETABLE GARDENS SHALL NOT BE PERMITTED ON ANY LOT UNLESS PLACED IN THE REAR PORTION OF SUCH LOT IN SUCH A MANNER AS TO NOT CONSTITUTE A NUISANCE TO ADJOINING OWNERS.

SECTION 13

NO LAWN FURNITURE SHALL BE MAINTAINED IN THE FRONT OR SIDE YARDS OF ANY LOT EXCEPT IF SHIELDED FROM VIEW BY LANDSCAPING, A FENCE, OR A WALL APPROVED BY THE DECLARANT.

SECTION 14

CHILDREN'S PLAY AND SIMILAR EQUIPMENT SHALL NOT BE ALLOWED TO REMAIN OUTSIDE OVERNIGHT WITHIN ANY FRONT YARD OF ANY LOT.

NO PLAY EQUIPMENT SUCH AS METAL OR WOODEN SWING SETS, OR CHILDREN'S CLIMBING APPARATUS, OR THE LIKE, SHALL BE PERMITTED ON ANY LOT UNLESS ERECTED IN REAR YARD AREA AND SCREENED SUBSTANTIALLY FROM VIEW BY LANDSCAPING OR A WALL APPROVED BY THE DECLARANT.

SECTION 15

BED SHEETS, PLASTIC SHEETS, NEWSPAPERS, OR OTHER SIMILAR WINDOW TREATMENTS SHALL NOT BE HUNG OR PLACED IN OR ON ANY WINDOW ON ANY DWELLING LOCATED ON ANY LOT, EXCEPT AS MAY BE REASONABLY NECESSARY TO PROVIDE TEMPORARY PRIVACY TO AN OWNER FOR A PERIOD NOT TO EXCEED THIRTY (30) DAYS FROM ITS PLACEMENT IN A WINDOW. BUT IN NO EVENT LONGER THEN 60 DAYS AFTER SETTLEMENT OR OCCUPANCY OF A HOUSE, WHICHEVER FIRST OCCURS, THAT HAS BEEN ERECTED ON ANY LOT.

SECTION 16

EXCEPT AS MAY BE AUTHORIZED BY THE DECLARANT NO ANIMALS OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT. NO MORE THAN A TOTAL OF THREE (3) NORMAL HOUSE PETS MAY BE KEPT ON A LOT. HORSES AND PONIES SHALL BE PERMITTED ON ANY LOT ONLY WITH THE PRIOR WRITTEN CONSENT OF THE DECLARANT WHICH CONSENT SHALL BE GRANTED OR DENIED BASED UPON THE SIZE AND CONFIGURATION OF THE LOT IN QUESTION AS WELL AS THE FEASIBILITY OF HOUSING THE HORSE OR PONY WITHOUT DETRACTING FROM OTHER LOTS WITHIN THE PROPERTY, ALL AS DETERMINED IN THE SOLE DISCRETION OF THE DECLARANT. THE PLANS FOR THE ERECTION OF ANY STRUCTURE FOR HOUSING HORSES OR PONIES MUST BE APPROVED BY THE DECLARANT PRIOR TO THE CONSTRUCTION OF SAID STRUCTURE.

THE DECLARANT SHALL HAVE THE RIGHT TO WITHHOLD ITS CONSENT OF TO IMPOSE CONDITIONS ON WHICH ITS CONSENT IS GRANTED NOT WITHSTANDING THE FACT THAT THE STABLEING OF HORSES OR PONIES ON THE LOT OTHERWISE MEETS THE STANDARDS OF ALL APPLICABLE LAWS AND ORDINANCES, AND FURTHER, THE DECLARANT SHALL HAVE THE RIGHT TO REVOKE ITS CONSENT IN THE EVENT THE OWNER FAILS TO ABIDE BY THE CONDITIONS IMPOSED BY THE DECLARANT OR THE STANDARDS SET FORTH IN THE APPLICABLE LAWS AND ORDINANCES. ALL PETS SHALL BE KEPT ON A LEASH WHENEVER SUCH PETS ARE NOT ON THE LOT OF THE PET'S OWNER.

THE KEEPING OF ANY ANIMAL OR OTHER PET SHALL BE SUBJECT TO RULES AND REGULATIONS ADOPTED BY THE DECLARANT AND SHALL BE FURTHER SUBJECT TO ALL STATE AND LOCAL LAWS AND ORDINANCES. NO PETS OR OTHER ANIMALS SHALL BE KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE UNLESS APPROVED BY THE DECLARANT.

NO PILES OF MANURE ORIGINATING FROM THE CLEANING OF HORSE STALLS OR FROM OTHER ACTIVITIES SHALL BE ALLOWED TO ACCUMULATE FOR MORE THAN TWO (2) DAYS.

SECTION 17

NO WALL OR FENCE OF ANY KIND SHALL BE ERECTED, PLACED OR MAINTAINED, OR PERMITTED TO REMAIN UPON A LOT, UNLESS AND UNTIL THE WRITTEN CONSENT OF THE DECLARANT HAS BEEN OBTAINED. THE DECLARANT SHALL NOT BE REQUIRED TO ISSUE ITS CONSENT OR DENIAL UNLESS AND UNTIL IT HAS RECEIVED DRAWINGS OF THE WALL AND A WRITTEN DESCRIPTION OF THE HEIGHT, COLOR AND MATERIALS TO BE USED THEREIN.

FENCING SHALL CONSIST OF FOUR (4) HORIZONTAL 2"x6" BOARDS AND VERTICAL 4"x6" OR 6" ROUND POSTS WITH ONE SIDE FLAT FOR THE BOARDS TO MAKE CONTACT. SUCH POSTS SHALL BE SET 8 FEET APART AND COVERED WITH 1"x6" VERTICAL FACE BOARDS. EACH POST SHALL BE COVERED WITH A CAP MADE FROM 1"x6" STOCK. THE TOP OF EACH POST SHALL BE 54" ABOVE THE GROUND. ALL OF THE ABOVE MATERIALS SHALL BE RATED #1 OSMOSE TREATED PINE TO GIVE A GREEN COLOR WHEN NEW. NONE OF THE FENCING SHALL BE PAINTED AT ANY TIME.

ANY FENCING THAT BECOMES DAMAGED, FALLS DOWN, OR IS IN NEED OF REPAIR SHALL BE REPAIRED BY THE OWNER TO ITS ORIGINAL CONDITION WITHIN 30 DAYS OF THE OCCURRENCE OF THE DAMAGE AT THE EXPENSE OF THE OWNER. THE DECLARANT RESERVES THE RIGHT TO HIRE AN ATTORNEY FOR THE COLLECTION OF FUNDS TO REPAIR SUCH DAMAGED FENCE AND BY REASON OF OWNER'S FAILURE TO PROPERLY REPAIR SUCH FENCE, OWNER AGREES TO BEAR THE COSTS OF ANY SUCH LEGAL ACTION.

SECTION 18

NO VEHICLES WITHOUT A CURRENT AND VALID REGISTRATION, NO INOPERABLE VEHICLES AND NO TRUCK (OVER ONE TON CAPACITY), TRAILER, CAMPER, VAN, HORSE TRAILER, RECREATION VEHICLE, BOAT OR ANY VEHICLE HAVING COMMERCIAL INFORMATION OR SIMILAR EQUIPMENT SHALL BE STORED OR PARKED ON ANY OF THE LOTS. NOTWITHSTANDING THE ABOVE, PASSENGER VANS, PASSENGER VEHICLES WITHOUT CURRENT AND VALID REGISTRATIONS AND INOPERATIVE PASSENGER VEHICLES MAY BE STORED WITHIN GARAGES, OR ALTERNATIVELY, BEHIND SUITABLE SCREENING AS MAY BE APPROVED BY THE DECLARANT IN ITS SOLE DISCRETION PRIOR TO COMMENCEMENT OF SUCH STORAGE. EXCEPT FOR BONA FIDE EMERGENCIES, NO REPAIR OR EXTRAORDINARY MAINTENANCE OF

AUTOMOBILES OR OTHER VEHICLES SHALL BE CARRIED OUT ON ANY LOT OR THE STREETS WITHIN OR APPURTENANT TO THE PROPERTY. THE DECLARANT MAY ALTER SECTION 18 AT HIS SOLE DISCRETION.

SECTION 19

ALL TRASH, GARBAGE, AND REFUSE STORED OUTSIDE ANY DWELLING SHALL BE STORED IN COVERED RECEPTACLES AND SHALL BE REMOVED REGULARLY FROM THE LOTS AND NOT ALLOWED TO ACCUMULATE THEREON. TRASH AND GARBAGE CONTAINERS SHALL NOT BE PERMITTED TO REMAIN IN PUBLIC VIEW EXCEPT ON DAYS FOR TRASH COLLECTION. NO BURNING OF TRASH SHALL BE PERMITTED ON ANY LOT. THE NATURE AND FORM OF ANY CLOTHESLINE AND PROTECTIVE ENCLOSURE MUST BE APPROVED BY THE DECLARANT. NO CLOTHESLINE, WHICH SHALL BE VISIBLE FROM THE STREET, SHALL BE ERECTED OR MAINTAINED.

SECTION 20

NO SCHOOL, OR CHURCH, DAY CARE FACILITY FOR CHILDREN OR ANY TYPE OF GROUP HOME OF INDIVIDUALS NOT RELATED BY MARRIAGE OR FAMILY LINEAGE SHALL BE MAINTAINED OR OPERATED UPON ANY LOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE DECLARANT BEING GRANTED, WHICH CONSENT SHALL BE GRANTED OR WITHHELD IN ITS SOLE DISCRETION.

SECTION 21

GARAGE DOORS AND THE DOORS OF ANY OTHER STORAGE ROOM OR THE DWELLING SHALL BE MAINTAINED IN A CLOSED POSITION WHENEVER POSSIBLE. ALL GARAGE DOORS SHALL BE LOCATED SO AS NOT TO FACE THE STREET UNLESS OTHERWISE APPROVED IN WRITING BY THE DECLARANT.

SECTION 22

THE USE OF MOTORIZED LAWN MOWERS, LAWN TRACTORS, GRASS TRIMMERS, GARDEN TILLERS AND OTHER MOTORIZED (INCLUDING, BUT NOT LIMITED TO, ELECTRIC AND GASOLINE POWERED ENGINES) LAWN AND GARDEN MAINTENANCE EQUIPMENT SHALL BE PROHIBITED BEFORE 8:00 A.M. AND AFTER 5:00 P.M. ON SATURDAYS AND SUNDAYS.

SECTION 23

EASEMENTS

AN EASEMENT OF INGRESS AND EGRESS FOR THE BENEFIT OF THE DECLARANT, ITS EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, OVER AND UPON THE FRONT, SIDE AND REAR YARD OF EACH LOT IS HEREBY GRANTED AS MAY BE EXPEDIENT OR NECESSARY FOR THE CONSTRUCTION, SERVICING AND COMPLETION OF DWELLINGS AND LANDSCAPING UPON ANY OF THE LOTS.

THERE IS HEREBY CREATED A BLANKET EASEMENT UPON, ACROSS, OVER AND UNDER ALL OF THE PROPERTY FOR INGRESS, EGRESS, INSTALLATION, REPLACEMENT, REPAIR AND MAINTENANCE OF ALL UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, DRAINAGE, GAS, CABLE TELEVISION, TELEPHONES AND ELECTRICITY, AND A MASTER TELEVISION ANTENNA SYSTEM. BY VIRTUE OF THIS EASEMENT, IT SHALL BE EXPRESSLY PERMISSABLE TO ERECT AND MAINTAIN THE NECESSARY POLES AND OTHER EQUIPMENT ON ANY OF THE LOTS AND TO AFFIX AND MAINTAIN ELECTRICAL OR TELEPHONE WIRES AND CONDUITS, SEWER AND WATER LINES AND DRAINAGE CHANNELS, ON ABOVE, OR BELOW ANY LOT. THE PROVISIONS OF THIS SECTION 23 SHALL TERMINATE 365 DAYS AFTER THE FINAL COMPLETION OF ALL DWELLINGS AND LANDSCAPING UPON ALL LOTS WITHIN THE OAK HILL ESTATES SUBDIVISION.

NO FENCES OR GATES EITHER PERMANENT OR TEMPORARY SHALL BE ERECTED SO AS TO BLOCK EASEMENTS FOR UTILITIES, HORSE TRAILS, OR DRIVEWAYS AFTER ANY ORIGINAL INSTALLATION OF SUCH FENCES BY THE DECLARANT HEREIN, UNLESS THE OWNER FIRST OBTAINS WRITTEN PERMISSION FROM THE DECLARANT HEREIN PRIOR TO THE ERECTION OF ANY SUCH GATE OR FENCE.

SECTION 24

MAINTENANCE. THE OWNER SHALL PERFORM EACH OF THE FOLLOWING OBLIGATIONS AT THE OWNER'S SOLE COST, FROM THE DATE OF SETTLEMENT OF ITS PURCHASE OF A LOT UNTIL THE DATE OF COMPLETION BY THE OWNER OF ALL SITE DEVELOPMENT AND CONSTRUCTION OF ALL IMPROVEMENTS ON THE LOT.

(i) THE OWNER SHALL PROTECT THE PAVEMENT, SHOULDER AND GRAVEL WALKS, STREETS, BRIDLE PATHS, AND UTILITY STRUCTURES WITHIN THE VICINITY OF THE LOT FROM DAMAGE AND SHALL KEEP PEDESTRIAN AND ROAD RIGHTS-OF-WAY AND DRIVES CLEAR OF EQUIPMENT AND BUILDING MATERIALS.

(ii) THE OWNER SHALL INSTALL, PRIOR TO COMMENCEMENT OF SITE DEVELOPMENT ON THE LOT, AND SHALL MAINTAIN DURING THE ENTIRE PERIOD OF CONSTRUCTION OF IMPROVEMENTS TO THE LOT, SUCH PROTECTIVE MEASURES AS ARE ACCEPTABLE TO THE DECLARANT IN ORDER TO PROTECT FROM DAMAGE THOSE TREES THAT WERE INDICATED TO BE SAVED ON THE SITE PLAN SUBMITTED BY THE OWNER AND APPROVED BY THE DECLARANT.

(iii) THE OWNER SHALL CONFINE ALL OF ITS CONSTRUCTION ACTIVITIES TO THE AREA WITHIN THE BOUNDARY LINES OF ITS LOT, EXCEPT FOR OFF-SITE WORK PERMITTED IN ACCORDANCE WITH THE SITE AND GRADING PLANS PREVIOUSLY APPROVED BY THE DECLARANT AND MONTGOMERY COUNTY, MARYLAND, AND THE OWNER SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT FROM DAMAGE ALL PROPERTY LOCATED OUTSIDE BUT IN THE VICINITY OF THE LOT. THE OWNER SHALL TAKE

WHATEVER PRECAUTIONS ARE REQUIRED IN THE EXCAVATION AND IN THE MOVEMENT OF EARTH ON ITS LOT SO AS TO PREVENT SILTATION AND THE WASHING AWAY OF EARTH FROM THE LOT IN ACCORDANCE WITH ALL FEDERAL, STATE AND COUNTY LAWS AND REGULATIONS REGARDING SEDIMENT CONTROL.

(iv) THE OWNER SHALL CLEAN THE STREETS AFFORDING ACCESS TO ITS LOT WHENEVER CONSTRUCTION ACTIVITY INTO AND OUT OF THE LOT DICTATES THAT SUCH CLEANING IS REQUIRED. ALL CONSTRUCTION WASTE CREATED AS A RESULT OF THE DEVELOPMENT OF THE LOT, INCLUDING, WITHOUT LIMITATION, ALL TREE STUMPS, FOLIAGE, SIZEABLE ROCKS OR OTHER OBSTRUCTIONS SHALL BE REMOVED BY THE OWNER TO A LOCATION OUTSIDE THE PROPERTY AT ITS SOLE EXPENSE.

(v) THE OWNER SHALL KEEP ITS LOT AND ANY ADJOINING COMMON AREA OR PUBLIC RIGHT OF WAY IN NEAT AND CLEAN CONDITION, FREE OF ALL WEEDS, REFUSE, TRASH AND DEBRIS, AND WITH GRASS FERTILIZED, CUT AND MAINTAINED TO APPROPRIATE LEVELS REASONABLY DETERMINED BY THE DECLARANT.

ENFORCEMENT

SECTION 1

THE PROVISIONS HEREOF SHALL BE LIBERALLY CONSTRUED TO EFFECTUATE THE PURPOSE OF CREATING A UNIFORM PLAN FOR THE DEVELOPMENT AND OPERATION OF THE PROPERTY. ENFORCEMENT OF THESE COVENANTS AND RESTRICTIONS SHALL BE BY AND PROCEEDING AT LAW OR IN EQUITY AGAINST PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT OR RESTRICTION, EITHER TO RESTRAIN OR ENJOIN VIOLATION OR TO RECOVER DAMAGES, OR BOTH, AND AGAINST ANY LOT, TO ENFORCE ANY LIEN CREATED HEREBY; AND THE FAILURE OR FORBEARANCE BY THE DECLARANT 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, ITS SUCCESSORS OR ASSIGNS AND BY ANY OWNER OR ANY MORTGAGEE OF ANY LOT WHICH BECOMES SUBJECT TO THE PROVISIONS HEREOF. IN THE EVENT THE PARTY SEEKING SUCH ENFORCEMENT SHALL BE UPHELD BY THE COURTS, THE DEFENDANT(S) IN SUCH CASE SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS FEES INCURRED BY THE PLAINTIFF, TOGETHER WITH THE COURT COSTS AND ANY OTHER REASONABLE COSTS INCURRED BY THE PLAINTIFF IN CONNECTION WITH SUCH ENFORCEMENT ACTION, AND THE SAME SHALL CONSTITUTE A LIEN UPON THE LOT OF SUCH DEFENDANT, AND SHALL BE ENFORCEABLE PURSUANT TO APPLICABLE STATE AND LOCAL LAW.

SECTION 2

IN THE EVENT ANY VIOLATION OR ATTEMPTED VIOLATION OF ANY OF THE COVENANTS OR RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL

OCCUR OR BE MAINTAINED UPON ANY LOT, OR IN THE EVENT OF ANY OTHER CONDUCT IN VIOLATION OF ANY OF THE PROVISIONS AND REQUIREMENTS OF THIS DECLARATION, THEN THE SAME SHALL BE CONSIDERED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS DECLARATION AND WITHOUT THE APPROVAL OF THE DECLARANT REQUIRED HEREIN, AND, UPON WRITTEN OR ORAL NOTICE FROM THE DECLARANT 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 REASONABLY REQUIRED IN ANY SUCH NOTICE) AFTER NOTICE OF SUCH VIOLATION IS DELIVERED TO THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS, THEN THE DECLARANT SHALL HAVE THE RIGHT, THROUGH ITS AGENTS AND EMPLOYEES TO ENTER UPON SUCH LOT AND TO TAKE SUCH STEPS AS MAY BE NECESSARY TO REMOVE OR OTHERWISE TERMINATE OR ABATE SUCH VIOLATION. THE COST OF CORRECTING THE VIOLATION MAY BE ASSESSED AGAINST THE LOT UPON WHICH SUCH VIOLATION OCCURRED OR AGAINST ANY LOT OWNED BY THE OWNER RESPONSIBLE FOR SUCH VIOLATION IF THE VIOLATION SHALL BE COMMITTED OR ATTEMPTED ON PREMISES OTHER THAN A LOT OWNED BY SUCH RESPONSIBLE OWNER. WHEN SO ASSESSED, A STATEMENT FOR THE AMOUNT THEREOF SHALL BECOME DUE AND PAYABLE AND A CONTINUING LIEN UPON SUCH LOT, AND A BINDING PERSONAL OBLIGATION OF THE OWNER OF SUCH LOT. THE DECLARANT SHALL HAVE THE FURTHER RIGHT, THROUGH ITS AGENTS, EMPLOYEES OR COMMITTEES, TO ENTER UPON AND INSPECT ANY LOT AT REASONABLE TIME FOR THE PURPOSE OF ASCERTAINING WHETHER ANY VIOLATION OF THE PROVISIONS OF THIS DECLARATION EXIST ON SUCH LOT; AND NEITHER THE DECLARANT 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 3

THE FAILURE OF THE DECLARANT TO ENFORCE ANY OF THE COVENANTS OR OTHER TERMS AND CONDITIONS OF THIS DECLARATION SHALL IN NO EVENT BE DEEMED A WAIVER OF ITS RIGHT TO EXERCISE ITS ENFORCEMENT POWERS GRANTED HEREIN AS TO A FUTURE BREACH OF THE SAME COVENANT OR CONDITION HEREOF OR AS TO SUCH A BREACH OCCURRING PRIOR OR SUBSEQUENT THERETO.

SECTION 4

WITH RESPECT TO MAINTAINING THE BRICK AND STONE ENTRANCE WALL TO THE OAK HILL ESTATES SUBDIVISION, ALL OWNERS OF LOTS IN OAK HILL ESTATES SHALL BE RESPONSIBLE TO CONTRIBUTE AN EQUAL SHARE TOWARD THE COSTS OF ANY NECESSARY REPAIRS, SUCH REPAIRS HAVING BEEN DEEMED AS REQUIRED BY A MAJORITY OF OWNERS IN OAK HILL ESTATES. IN THE EVENT THAT ANY OWNER SHALL FAIL TO CONTRIBUTE HIS FAIR AND EQUAL SHARE (DEEMED A "NON-PARTICIPATING OWNER"), THEN AN OWNER WHO HAS PARTICIPATED IN PAYMENTS TOWARDS REPAIRS (DEEMED A "PARTICIPATING OWNER") SHALL BE ENTITLED TO

COLLECT FROM THE NON PARTICIPATING OWNER(S) ANY SUMS DUE TOWARD THE COST OF REPAIRS FOR THE BRICK AND STONE ENTRANCE WALL, INCLUDING ANY AND ALL FEES AND COSTS FOR LEGAL ACTION (COURT COSTS AND ATTORNEY FEES, WITHOUT LIMITATION) TO ENFORCE THE TERMS OF THIS SECTION.

GENERAL PROVISIONS

SECTION 1

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2000, AT WHICH TIME EACH AND ALL SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS, BY VOTE OF A MAJORITY OF THE THEN OWNERS OF THE LOTS COVERED BY THESE COVENANTS, IT IS AGREED TO CHANGE THE SAME IN WHOLE OR IN PART; AND AN INSTRUMENT SETTING FORTH SAID CHANGES IS DULY EXECUTED AND ACKNOWLEDGED BY SAID MAJORITY OF THE THEN OWNERS AND DULY RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

SECTION 2

THE DECLARANT MAY ASSIGN ANY AND ALL OF ITS RIGHTS, POWERS, OBLIGATIONS AND PRIVILEGES HEREUNDER TO ANY OTHER CORPORATION, ASSOCIATION OR PERSON. SUCH ASSIGNMENT OR ASSIGNMENTS SHALL BE EFFECTIVE UPON NOTICE OF SUCH ASSIGNMENT TO THE OWNERS, AND MAY BE FURTHER EVIDENCED BY THE RECORDATION AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, OF AN INSTRUMENT ASSIGNING SAME.

SECTION 3

ALL GRANTEES IN CONVEYANCE OF LOTS EXPRESSLY STIPULATE AND AGREE THAT, INASMUCH AS THE DECLARANT IS THE MOST INTERESTED PARTY IN MAINTAINING THE HIGH CLASS DEVELOPMENT WHICH BY THESE COVENANTS IS SOUGHT TO BE MAINTAINED, THE DECLARANT HAS RIGHTFULLY RESERVED UNTO ITSELF, AND ITS SUCCESSORS AND ASSIGNS, AS HEREIN SET FORTH, THE RIGHT TO WAIVE, MODIFY, AMEND OR ALTER SUCH OF THE RESTRICTIONS AS IT, IN ITS SOLE DISCRETION, MAY DEEM BEST FOR THE BENEFIT OF THE DEVELOPMENT OR MAINTENANCE OF THE WHOLE COMMUNITY COMPRISING THE PROPERTY IN ANY PARTICULAR INSTANCE, THE WAIVER OF WHICH, MODIFICATION, AMENDMENT OR ALTERATION SHALL BE EVIDENCED BY AND SHALL BE EFFECTIVE UPON THE WRITTEN CONSENT OF THE DECLARANT UPON WRITTEN STATEMENT AS TO WHICH SAID RESTRICTIONS ARE TO BE WAIVED, MODIFIED, AMENDED OR ALTERED. ANY WAIVER, MODIFICATION, AMENDMENT OR ALTERATION OF A PARTICULAR COVENANT AS SAME AFFECTS A PARTICULAR LOT OR LOTS SHALL NOT BE CONSTRUED TO WAIVE, ALTER, MODIFY, OR AMEND THE APPLICABILITY OF THE COVENANTS, AS STATED HEREIN, TO ANY OTHER LOT OR LOTS COMPRISING THE PROPERTY.

SECTION 4

IT IS EXPRESSLY PROVIDED THAT THE BREACH OF ANY OF THE FOREGOING CONDITIONS, OR OF ANY REENTRY BY REASON OF SUCH BREACH, SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST, MADE IN GOOD FAITH AND FOR VALUE, AS TO THE SAID PREMISES, OR ANY PART THEREOF, ENCUIMBERED BY SUCH MORTGAGE OR DEED OF TRUST; BUT SAID CONDITIONS SHALL BE BINDING UPON AND EFFECTIVE AGAINST ANY OWNER OF A LOT, WHOSE TITLE THERETO IS ACQUIRED BY FORECLOSURE, TRUSTEES SALE, OR OTHERWISE, AS TO ANY BREACH OCCURRING AFTER SAID ACQUIREMENT OF TITLE.

SECTION 5

EACH OF THE PROVISIONS HEREOF SHALL BE DEEMED INDEPENDENT OF THE OTHERS, AND INVALIDATION OF ANY ONE OF THESE COVENANTS OR TERMS AND CONDITIONS CONTAINED HEREIN, OR ANY PART OR PARTS THEREOF, BY JUDGMENTS OR COURT ORDER, SHALL IN NO WAYS AFFECT ANY OF THE OTHER COVENANTS OR PROVISIONS HEREOF, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 6

THESE COVENANTS SHALL BIND AND BENEFIT THE DECLARANT AND ITS SUCCESSORS AND ASSIGNS. WHENEVER USED IN THIS DECLARATION THE SINGULAR SHALL INCLUDE THE PLURAL THE PLURAL THE SINGULAR, AND THE USE OF ANY GENDER SHALL BE APPLICABLE TO ALL GENDERS.

OBLIGATIONS OF OWNER

SECTION 1. SITE PLAN AND ARCHITECTURAL PLAN REVIEW AND APPROVAL

PRIOR TO COMMENCEMENT OF ANY EXCAVATION OR GRADING OR ANY CONSTRUCTION OF IMPROVEMENTS (WHETHER NEW OR BY REMODELING) ON A LOT BY AN OWNER, THE OWNER MUST SUBMIT TO THE DECLARANT, AND THE DECLARANT MUST APPROVE IN WRITING, A GRADING PLAN AND FINAL SITE PLAN FOR THE LOT AND ANY AND ALL IMPROVEMENTS TO BE CONSTRUCTED THEREON. THE DECLARANT'S WRITTEN APPROVAL SHALL ALSO BE REQUIRED FOR ANY PROPOSED ALTERATIONS OR CHANGES TO PLANS PREVIOUSLY APPROVED BY THE DECLARANT PRIOR TO PERFORMING SAID WORK. ALL SUCH PLANS SHALL BE SUBMITTED TO THE DECLARANT FOR ITS REVIEW AND WRITTEN APPROVAL SUBJECT TO THE TERMS AND CONDITIONS STATED BELOW.

(i) THE FINAL SITE PLAN AND GRADING PLAN SHALL BE SUBMITTED TO THE DECLARANT FOR ITS REVIEW AND PRIOR WRITTEN APPROVAL IN ORDER THAT THE DECLARANT CAN ASCERTAIN WHETHER THE LOCATION OF PROPOSED IMPROVEMENTS TO BE ERECTED ON THE LOT, THE TOPOGRAPHY, AND THE PROPOSED LANDSCAPING OF THE LOT WILL BE COMPATIBLE WITH

OTHER LOTS IN THE PROPERTY, AND WHETHER SUCH PLANS CONFORM TO THE REQUIREMENTS OF THIS DECLARATION AND THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS ("PROTECTIVE COVENANTS") EXECUTED BY THE DECLARANT AND RECORDED UPON THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND IMMEDIATELY PRIOR THERETO. THE DECLARANT'S WRITTEN APPROVAL MUST BE OBTAINED PRIOR TO THE OWNER'S SUBMITTAL OF SAID PLANS TO THE APPROPRIATE GOVERNMENTAL DEPARTMENT(S) OF MONTGOMERY COUNTY, MARYLAND FOR PERMIT APPROVAL OR COMMENCEMENT OF ANY SUCH CONSTRUCTION.

IN THE EVENT THE PROPERTY, EITHER IN PUBLIC OR PRIVATE OWNERSHIP, IS DAMAGED BECAUSE OF THE FAILURE BY THE OWNER TO COMPLY WITH THE TERMS OF THIS PARAGRAPH, THE OWNER AGREES TO INDEMNIFY, PROTECT, DEFEND AND HOLD THE DECLARANT HARMLESS FROM ANY CLAIMS OF ANY NATURE THAT MAY BE MADE AGAINST THE DECLARANT AS A RESULT OF SUCH FAILURE ON THE PART OF THE OWNER TO COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT.

(11) THE FINAL ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ANY AND ALL IMPROVEMENTS TO BE CONSTRUCTED ON A LOT SHALL BE SUBMITTED TO THE DECLARANT FOR ITS REVIEW AND PRIOR WRITTEN APPROVAL IN ORDER THAT THE DECLARANT CAN ASCERTAIN WHETHER THE IMPROVEMENTS TO BE ERECTED ON THE LOT WILL BE COMPATIBLE WITH OTHER LOTS IN THE PROPERTY AND THE IMPROVEMENTS ERECTED. ANY DWELLING ERECTED ON ANY PORTION OF THE LAND SHALL HAVE A LIVING AREA OF NOT LESS THAN 2,000 SQUARE FEET IN THE CASE OF A ONE-STORY BUILDING, AND A TOTAL LIVING AREA OF A MINIMUM OF 3,000 SQUARE FEET IN THE CASE OF A MULTI-LEVEL BUILDING, EXCLUSIVE OF GARAGES, BASEMENTS, BREEZEWAYS, PORCHES OR CARPORTS; AND ANY DWELLING BUILT THEREON SHALL HAVE A MINIMUM LENGTH OF 75 FEET, INCLUDING GARAGES, BREEZEWAYS, CARPORTS, ETC. ALL EXPOSED EXTERIOR WALL AND FOUNDATION SURFACES MUST BE OF THE FOLLOWING MATERIALS: BRICK, BRICK VENEER AND STONE. NO OTHER MATERIAL (CINDERBLOCK, CONCRETE BLOCK, ASBESTOS OR OTHER SYNTHETIC SIDING, ETC.) SHALL BE EXPOSED UNLESS PRIOR WRITTEN APPROVAL IS GRANTED BY THE DECLARANT HEREIN. NO PARGED SURFACE SHALL BE EXPOSED ON THE EXTERIOR OF ANY BUILDING, NOR SHALL ANY ALUMINUM AWNINGS BE USED ON THE FRONT OR SIDES OF ANY HOUSE

NO STANDARD SHINGLES SHALL BE USED ON THE ROOF; ALL ROOF SHINGLES FOR USE ON HOUSES OR OTHER BUILDING STRUCTURES SHALL BE APPROVED IN WRITING BY THE DECLARANT PRIOR TO INSTALLATION.

SECTION 2. COSTS FOR ENFORCEMENT OF OBLIGATIONS OF OWNERS

THE OWNER SHALL BE LIABLE TO THE DECLARANT FOR ALL DAMAGES, COSTS, AND EXPENSES INCURRED BY THE DECLARANT IN CAUSING THE OWNER'S COMPLIANCE WITH SAID OBLIGATIONS, INCLUDING, BUT NOT

LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has executed this instrument this 5th day of March, 19 91.

PRS CUSTOM HOMES PARTNERSHIP,
A MARYLAND GENERAL PARTNERSHIP

By Porter, Reese and Sanderell,
Inc., a Maryland Corporation,
Partner of PRS CUSTOM HOMES

By: Donald R. Reese
Donald R. Reese, President
of Porter, Reese and
Sanderell, Inc.

STATE OF Maryland
COUNTY OF Montgomery

SS:

I hereby certify that on this 5th day of March

19 91, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction DONALD R. REESE, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument on behalf of PORTER, REESE AND SANDERELL, INC., a corporation organized and existing under the laws of the State of Maryland, a Partner of PRS CUSTOM HOMES PARTNERSHIP, a Maryland General Partnership, and having authority so to do, acknowledged the foregoing instrument to be the act and deed of PRS CUSTOM HOMES PARTNERSHIP, and that the same was executed for the purposes therein contained.

Witness my hand and Notarial Seal on the year and day first above written.

Thomas R. Rodden
Notary Public
Thomas R. Rodden



My Commission Expires: 8/1/94

Supplement to Declaration of Covenants - "Oak Hill Estates"

Execution of and Assent to Declaration of Covenants for Lots 6 Through and Including 17, "OAK HILL ESTATES", Plat Book 157 at Plat Nos. 17785 through 17787, both inclusive, Montgomery County, Maryland.

This Execution of and Assent to Declaration of Covenants, made this 7th day of March, 19 91, by the undersigned, being the Contract Purchaser(s) of Lot No. 15 in "OAK HILL ESTATES", Montgomery County, Maryland, to wit:

RECITALS

WHEREAS, by Certain Declaration of Covenants for Lots 6 through and including 17, "OAK HILL ESTATES", PRS Custom Homes Partnership, a Maryland General Partnership, did execute and create certain Covenants affecting the aforesaid Lots in Montgomery County, Maryland, said Declaration having been dated on the 5th day of March, 19 91; and

WHEREAS, prior to the recording of the Declaration of Covenants for "OAK HILL ESTATES", PRS Custom Homes Partnership, being the Declarant in the aforesaid Declaration and also the legal fee simple owner of the aforesaid property by Deed recorded on the 29th day of September, 1989 in Liber 9013 at folio 741 among the Land Records of Montgomery County, Maryland, did execute a certain Contract of Sale, dated the 21st day of Feb., 19 91, agreeing therein to sell the above-stated Lot in "OAK HILL ESTATES" to the undersigned Purchasers; and

WHEREAS, by virtue of the aforesaid Contract of Sale, the undersigned Purchasers acquired certain equitable rights to the aforesaid Lot; and

WHEREAS, it is the intention of PRS Custom Homes Partnership, the Declarant in the Declaration of Covenants, and the undersigned that the particular Lot contracted for, be subject to the force and effect of all of the terms and conditions of the stated Declaration of Covenants:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

In consideration of the sum of One Dollar, paid in hand, as well as other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned Contract Purchaser(s) hereby execute this Assent to Declaration of Covenants, approving

**Execution of and Assent to
Declaration of Covenants - OAK HILL ESTATES**

hereby the terms and conditions therein as they apply to all Lots as stated in "OAK HILL ESTATES" and to the particular Lot contracted for by the undersigned.

WITNESS my/our hand(s) and seal(s) on the day and year first hereinbefore written:

Contract Purchaser(s)

Charles D. McCabe
CHARLES D. MCCABE

L. Kim McCabe
L. KIM MCCABE

STATE OF *Maryland*
COUNTY OF *Howard*

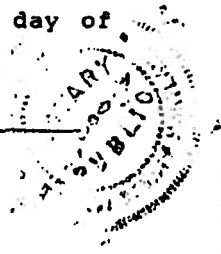
SS:

I, *Jane S. Witte*, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that *Charles D. McCabe* and *L. Kim McCabe*, personally appeared before me, known to be the person(s) whose name(s) is/are subscribed within the foregoing EXECUTION OF AND ASSENT TO DECLARATION OF COVENANTS FOR "OAK HILL ESTATES", bearing date on the _____ day of _____, 19____, and acknowledged that he/she/they executed the same for the purposes therein contained.

As Witness, my hand and seal on this *7th* day of *March*, 19*91*.

Jane S. Witte
Notary Public *Jane S. Witte*

My Commission Expires: *7/1/95*



Supplement to Declaration of Covenants - "Oak Hill Estates"

Execution of and Assent to Declaration of Covenants for Lots 6 Through and Including 17, "OAK HILL ESTATES", Plat Book 157 at Plat Nos. 17785 through 17787, both inclusive, Montgomery County, Maryland.

This Execution of and Assent to Declaration of Covenants, made this 11th day of March, 1991, by the undersigned, being the Contract Purchaser(s) of Lot No. 17 in "OAK HILL ESTATES", Montgomery County, Maryland, to wit:

RECITALS

WHEREAS, by Certain Declaration of Covenants for Lots 6 through and including 17, "OAK HILL ESTATES", PRS Custom Homes Partnership, a Maryland General Partnership, did execute and create certain Covenants affecting the aforesaid Lots in Montgomery County, Maryland, said Declaration having been dated on the 5th day of March, 1991; and

WHEREAS, prior to the recording of the Declaration of Covenants for "OAK HILL ESTATES", PRS Custom Homes Partnership, being the Declarant in the aforesaid Declaration and also the legal fee simple owner of the aforesaid property by Deed recorded on the 29th day of September, 1989 in Liber 9013 at folio 741 among the Land Records of Montgomery County, Maryland, did execute a certain Contract of Sale, dated the 26th day of Feb., 1991, agreeing therein to sell the above-stated Lot in "OAK HILL ESTATES" to the undersigned Purchasers; and

WHEREAS, by virtue of the aforesaid Contract of Sale, the undersigned Purchasers acquired certain equitable rights to the aforesaid Lot; and

WHEREAS, it is the intention of PRS Custom Homes Partnership, the Declarant in the Declaration of Covenants, and the undersigned that the particular Lot contracted for, be subject to the force and effect of all of the terms and conditions of the stated Declaration of Covenants:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

In consideration of the sum of One Dollar, paid in hand, as well as other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned Contract Purchaser(s) hereby execute this Assent to Declaration of Covenants, approving

**Execution of and Assent to
Declaration of Covenants - OAK HILL ESTATES**

hereby the terms and conditions therein as they apply to all Lots as stated in "OAK HILL ESTATES" and to the particular Lot contracted for by the undersigned.

WITNESS my/our hand(s) and seal(s) on the day and year first hereinbefore written:

Contract Purchaser(s)

George C. Atallah
GEORGE C. ATALLAH

Sandra K. Atallah
SANDRA K. ATALLAH

STATE OF _____ :

ss:

COUNTY OF _____ :

I, _____, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that _____ and _____ personally appeared before me, known to be the person(s) whose name(s) is/are subscribed within the foregoing EXECUTION OF AND ASSENT TO DECLARATION OF COVENANTS FOR "OAK HILL ESTATES", bearing date on the _____ day of _____, 19____, and acknowledged that he/she/they executed the same for the purposes therein contained.

As Witness, my hand and seal on this 11th day of MARCH, 1991

John Mourched Ayojob
Notary Public

My Commission Expires: _____

JOHN MOURCHED AYOJOB
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 14, 1993



Supplement to Declaration of Covenants - "Oak Hill Estates"

Execution of and Assent to Declaration of Covenants for Lots 6 Through and Including 17, "OAK HILL ESTATES", Plat Book 157 at Plat Nos. 17785 through 17787, both inclusive, Montgomery County, Maryland.

This Execution of and Assent to Declaration of Covenants, made this 11th day of March, 19 91, by the undersigned, being the Contract Purchaser(s) of Lot No. 11 in "OAK HILL ESTATES", Montgomery County, Maryland, to wit:

RECITALS

WHEREAS, by Certain Declaration of Covenants for Lots 6 through and including 17, "OAK HILL ESTATES", PRS Custom Homes Partnership, a Maryland General Partnership, did execute and create certain Covenants affecting the aforesaid Lots in Montgomery County, Maryland, said Declaration having been dated on the 5th day of March, 19 91; and

WHEREAS, prior to the recording of the Declaration of Covenants for "OAK HILL ESTATES", PRS Custom Homes Partnership, being the Declarant in the aforesaid Declaration and also the legal fee simple owner of the aforesaid property by Deed recorded on the 29th day of September, 1989 in Liber 9013 at folio 741 among the Land Records of Montgomery County, Maryland, did execute a certain Contract of Sale, dated the 24th day of Feb, 19 91, agreeing therein to sell the above-stated Lot in "OAK HILL ESTATES" to the undersigned Purchasers; and

WHEREAS, by virtue of the aforesaid Contract of Sale, the undersigned Purchasers acquired certain equitable rights to the aforesaid Lot; and

WHEREAS, it is the intention of PRS Custom Homes Partnership, the Declarant in the Declaration of Covenants, and the undersigned that the particular Lot contracted for, be subject to the force and effect of all of the terms and conditions of the stated Declaration of Covenants:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

In consideration of the sum of One Dollar, paid in hand, as well as other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned Contract Purchaser(s) hereby execute this Assent to Declaration of Covenants, approving

**Execution of and Assent to
Declaration of Covenants - OAK HILL ESTATES**

hereby the terms and conditions therein as they apply to all Lots as stated in "OAK HILL ESTATES" and to the particular Lot contracted for by the undersigned.

WITNESS my/our hand(s) and seal(s) on the day and year first hereinbefore written:

Contract Purchaser(s)

Jana Gooray
DAVID A. GOORAY

Grace J. Gooray
GRACE J. S. GOORAY

STATE OF MD
COUNTY OF PG

:
: SS:

I, Edward A. Marione, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that David A. Gooray and Grace J. Gooray personally appeared before me, known to be the person(s) whose name(s) is/are subscribed within the foregoing EXECUTION OF AND ASSENT TO DECLARATION OF COVENANTS FOR "OAK HILL ESTATES", bearing date on the 11th day of March, 1991, and acknowledged that he/she/they executed the same for the purposes therein contained.

As Witness, my hand and seal on this 11th day of March, 1991.

Edward A. Marione
Notary Public Edward A. Marione

My Commission Expires: 10/1/93

Supplement to Declaration of Covenants - "Oak Hill Estates"

Execution of and Assent to Declaration of Covenants for Lots 6 Through and Including 17, "OAK HILL ESTATES", Plat Book 157 at Plat Nos. 17785 through 17787, both inclusive, Montgomery County, Maryland.

This Execution of and Assent to Declaration of Covenants, made this 12th day of March, 19 91, by the undersigned, being the Contract Purchaser(s) of Lot No. 12 in "OAK HILL ESTATES", Montgomery County, Maryland, to wit:

RECITALS

WHEREAS, by Certain Declaration of Covenants for Lots 6 through and including 17, "OAK HILL ESTATES", PRS Custom Homes Partnership, a Maryland General Partnership, did execute and create certain Covenants affecting the aforesaid Lots in Montgomery County, Maryland, said Declaration having been dated on the 5th day of March, 19 91; and

WHEREAS, prior to the recording of the Declaration of Covenants for "OAK HILL ESTATES", PRS Custom Homes Partnership, being the Declarant in the aforesaid Declaration and also the legal fee simple owner of the aforesaid property by Deed recorded on the 29th day of September, 1989 in Liber 9013 at folio 741 among the Land Records of Montgomery County, Maryland, did execute a certain Contract of Sale, dated the 12th day of March, 19 91, agreeing therein to sell the above-stated Lot in "OAK HILL ESTATES" to the undersigned Purchasers; and

WHEREAS, by virtue of the aforesaid Contract of Sale, the undersigned Purchasers acquired certain equitable rights to the aforesaid Lot; and

WHEREAS, it is the intention of PRS Custom Homes Partnership, the Declarant in the Declaration of Covenants, and the undersigned that the particular Lot contracted for, be subject to the force and effect of all of the terms and conditions of the stated Declaration of Covenants:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

In consideration of the sum of One Dollar, paid in hand, as well as other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned Contract Purchaser(s) hereby execute this Assent to Declaration of Covenants, approving

Execution of and Assent to
Declaration of Covenants - OAK HILL ESTATES

hereby the terms and conditions therein as they apply to all Lots as stated in "OAK HILL ESTATES" and to the particular Lot contracted for by the undersigned.

WITNESS my/our hand(s) and seal(s) on the day and year first hereinbefore written:

Contract Purchaser(s)
Easton L. Manderson AND
Easton Manderson

Lois E. Manderson
Lois Manderson

STATE OF MD
COUNTY OF P.G.

:
: SS:

I, Edward A. Manore, a Notary Public in and for the
afore said jurisdiction, do hereby certify that
Easton Manderson and Lois Manderson
personally appeared before me, known to be the person(s) whose
name(s) is/are subscribed within the foregoing EXECUTION OF AND
ASSENT TO DECLARATION OF COVENANTS FOR "OAK HILL ESTATES",
bearing date on the 1st day of March,
1991, and acknowledged that he/she/they executed the same for
the purposes therein contained.

As Witness, my hand and seal on this 13th day of
March, 1991.

Edward A. Manore
Notary Public Edward A. Manore

My Commission Expires: 10/1/93