

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 21<sup>st</sup> day of May, 1981 by ANNAPOLIS ROADS LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as "Declarant"), party of the first part, and RIGGS NATIONAL BANK OF WASHINGTON, D.C., a District of Columbia corporation and HOUSING CAPITAL CORPORATION, A District of Columbia corporation, parties of the second part.

WHEREAS, title to the property described on Exhibit "A" attached hereto and made a part hereof is vested in the Declarant, said property being situate and lying in the City of Annapolis, Anne Arundel County, State of Maryland and hereinafter referred to as the "Premises".

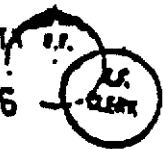
WHEREAS, Riggs National Bank of Washington, D.C. is the holder of two Deeds of Trust, each dated March 19, 1980, on portions of the Premises and the Remaining Property (hereinafter defined) which Deeds of Trust are recorded among the Land Records of Anne Arundel County at Liber W.G.L. 3295, folio 518 and Liber 3299, folio 294, and said Riggs National Bank of Washington, D.C. joins in this agreement solely for the purpose of consenting to and subordinating the lien of said deeds of trust to the covenants, agreements and restrictions hereinafter set forth and for that purpose only, fully retaining the lien of said deeds of trust on the property described in said deeds of trust; and

WHEREAS, Housing Capital Corporation is the holder of a Deed of Trust dated March 4, 1980, on portions of the Premises and the Remaining Property which Deed of Trust is recorded among the Land Records of Anne Arundel County at Liber W.G.L. 3295, folio 541, and said Housing Capital Corporation joins in this Agreement solely for the purpose of consenting to and subordinating the lien of said deed of trust to the covenants, agreements and restrictions hereinafter set forth and for that purpose only, fully retaining the lien of said deed of trust on the property described in said deed of trust; and

WHEREAS, said Premises has been, or will be, subdivided or resubdivided for building purposes, with the object of creating a residential neighborhood; and

WHEREAS for the purpose of creating said residential neighborhood, this Declaration is being entered into by the parties for the purpose of imposing on the aforesaid described properties covenants, agreements and restrictions hereinafter set forth.

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CLERK



NOW, THEREFORE, the Declarant, Riggs National Bank of Washington, D.C. and Housing Capital Corporation hereby declare that the Premises shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value, appearance and desirability of and which shall run with the real property and be binding on all parties having any right. Title or interest in the described property or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### Definitions

As used in this Declaration, the following terms shall have the meanings herein ascribed thereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication. The terms herein defined are:

Section 1. Association. “Association” shall mean and refer to Annapolis Roads West Community Association, Inc., a Maryland non-profit corporation, its successors and assigns.

Section 2. Record Owner. “Record Owner” or “Owner” shall mean and refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a lot, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership, if the lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee, or other legal entity hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single Record Owner and shall be or become a single member of the Association by virtue of ownership of such lot. The term “Record Owner”, however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee named in any mortgage covering any lot designed solely for the purpose of securing performance of an obligation or payment of a debt.

Section 3. Mortgage and Mortgagee. “Mortgage” shall mean and refer to and include a mortgage, deed of trust or other conveyance in the nature of a mortgage; and “Mortgagee” shall mean and refer to and include the grantee named in mortgage or other conveyance in the nature of a mortgage, the beneficiary or creditor secured by any deed or trust, and the heirs, personal representatives, successors and assigns of such grantee, beneficiary or creditor.

Section 4. Property. “Property” shall mean and refer to and include the Premises, together with the buildings and improvements thereupon erected, made or being, and all and every rights to the alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anywise appertaining, and such additions to such land, buildings, improvements, appurtenances and advantages as may hereafter be brought within the jurisdiction of the Association.

Section 5. Common Areas. “Common Areas” shall mean and refer to and include all real property (including the improvements thereto and easements therefore) owned by the Association for the common use and enjoyment of the Record Owners, including particularly, but not by the way of limitation, all roads, walkways and recreational areas, storm water drainage and other facilities and installations in, on, under or over any land or easement area. The Common Areas to be owned by the Association are described Exhibit “B” attached hereto and made part hereof.

Section 6. Lot or Lots. “Lot” or “lots” shall mean and refer to and include one or more of the numbered subdivided parcels shown on the Plat of Annapolis Roads West, with the exception of the Common Areas, as herein defined, and one or more of the lots shown on any recorded subdivision plat of all or any portion of the Remaining Property brought within the jurisdiction of the Association, with the exception of Common Areas therein.

Section 7. Plat of Annapolis Roads West. “Plat of Annapolis Roads West” shall mean and refer to and include the plat entitled, “Annapolis Roads West, Section One”, prepared by Neal & Davis, dated September, 1979, and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book W.G.L. 75, folios 19 and 20.

Section 8. Remaining Property. “Remaining Property” shall mean and refer to and include all the land and premises described on Exhibit “C” attached hereto and made a part hereof.

Section 9. Plot or Plots. “Plot” or “Plots” shall mean and refer to and include one or more of the lots shown on any recorded subdivision plat of all or any part of the Remaining Property, or on any other property annexed pursuant to Article VIII hereof, not including any lot or lots encompassed by the definition of such terms contained in Paragraph 6 of this Article I.

Section 10. “Declarant” shall mean and refer to Annapolis Roads Limited Partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of developments.

## ARTICLE II

### Property Rights

Section 1. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and every member of the Association shall have a right of enjoyment in the Common Area, subject to the following provisions:

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to

use the recreational facilities, if any, of a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's By-Laws or its published rules and regulations. Assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an appropriate instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer shall have been recorded.

(d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of members voting in person or by proxy, to mortgage said Common Area. Such mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided, that, under no circumstances, shall the rights of the members of ingress, egress, utilities and parking be affected.

(e) The right of the Association to take such steps reasonably necessary to protect the Common Area against an attempted foreclosure.

(f) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.

(g) The right of the Declarant (and its sales agents, representatives and invitees) to the non-exclusive use of the Common Area for office, construction, display, sales and exhibit purposes, which right the Declarant hereby reserves; provided, however, that the aforesaid right of the Declarant shall terminate with respect to the Common Areas upon the sale and settlement of all the Lots and within the Property or if land is annexed to the Property by the filing of one or more Supplemental Declarations, upon the sale and settlement of all the Lots within the annexed land.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, and to his guests, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in Article V of this Declaration.

Section 3. Title to Common Area. Title to the Common Areas shall be conveyed to the Association free and clear of all liens and encumbrances no later than the date that the last lot in the Premises and the Remaining Property is conveyed to a purchaser.

## ARTICLE III

### Membership and Voting Rights

Section 1. Members. Every Owner of a Lot, shall be a member of the Association as designated in Section 2 of this Article III. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Record Owners (except the Declarant during such time as there shall be a Class B membership) of Lots which are subject to assessment by the Association under the terms of this Declaration, and shall be entitled to one vote for each such Lot so owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, its successors and assigns, if such successors or assigns should acquire two (2) or more undeveloped Lots from the Declarant for the purpose of development, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following two dates:

(a) The date on which the title to the Common Area is conveyed to the Association; or

(b) January 1, 1992.

## ARTICLE IV

### Maintenance

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon; and shall also be responsible for the care, maintenance and replacement of property, including utilities in the Common Areas and/or which serve more than one Lot and including rights-of-way dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property. The responsibility of the Association shall commence at such time as the first Lot is conveyed to a purchaser. At that time, the Association shall assume control of the Common Areas whether or not title has passed.

Section 2. Individual Lots. Unless otherwise provided herein, or on the Plat of Annapolis Roads West, the Owner of each Lot shall be responsible for the care, maintenance and repair of his Lot, the premises and all improvements situate thereon, therein, and thereunder.

In the event that any Owner shall fail to maintain any Lot or the premises and the improvements situate thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain, and/or restore the Lot, the premises and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon fifteen (15) days prior written notice given to the Owner thereof, unless, in the discretion of the Board a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance, and/or restoration shall be added to and become part of the lien for assessment to which such Lot and Lot Owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article V, Section 8, hereof.

## ARTICLE V

### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Property, upon which a single family residential dwelling or similar building (whether attached or detached) has been completed, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments and charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. If a delinquency occurs in the payment of annual and/or special assessments, which delinquency is not cured within thirty (30) days after the due date, said assessment(s), together with interest at the rate of eight percent (8%) per annum, plus costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them by written agreement. Nothing herein contained shall be construed to affect the validity of the lien or the remedies available to the Association as set forth in Section 8 and 9 hereof.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property, for the improvement and maintenance of the Common Area, for maintenance, repair, and/or replacement of utilities in the Common Area and/or which serve more than one Lot, and for such reserves and for such purposes as shall be determined by the association.

Section 3. Maximum Annual Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot payable monthly in installments of Ten Dollars (\$10.00) per month.

(b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments for the previous year by not more than the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index as reported by the Department of Commerce.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased above the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index aforesaid, by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article V, Section 5, herein.

(d) The Board of Directors may fix the annual assessments at an amount not in excess on the maximums as hereinbefore set forth.

(e) Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall be obligated to pay for the lots which it owns, only twenty-five per cent (25%) of the established annual or special assessment. For example, if the Assessment for Lots in a particular year is \$10.00 per month, Declarant shall pay \$2.50 per month for each Lot which it owns.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to any one year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose as provided in Article V, Section 5, herein.

Section 5. Notice for Any Action Authorized Under Sections 3 and 4. Written Notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Sections 3 and 4 of this Article V shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein with respect to the Property described in Exhibit A shall commence as to all members on the first day of the month following the conveyance of the first Lot in the Property to a Class A member. The annual assessments provided for herein in respect to any land which may be annexed to the Property, as set forth in Article VIII hereof, shall commence as to the Lots on such land on the first day of the month following the conveyance of the first Lot in said annexed land to a Class A member. Notwithstanding anything hereinabove contained, however, the Declarant shall have no obligation to pay any assessment of any kind for Lots which it owns until such time as a certificate of occupancy shall have been issued for any improvements located on such Lot. The first annual assessment as to a Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each member at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The failure of the Board of Directors to act within the times specified shall not, however, relieve any Owner of his obligation to pay assessments hereunder. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth that the assessments on a specified Lot have been paid and any such properly executed certificate shall be binding upon the Association.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The association may bring on action at law against the owner personally obligated to pay the same, and/or the Association may foreclose the lien against the Lot. The Lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements, as the foreclosure of mortgages or deeds of trust on real property in Maryland containing a power of sale, or an assent to a decree. Suit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgment for unpaid charges may be maintained without waiving the lien during the same period. No action may be brought to foreclose the lien except after twenty (20) days written notice to the current owner of the Lot given by registered mail, return receipt requested. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Taxes and First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien for taxes imposed by any lawful authority and to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.



## ARTICLE VI

### Environmental Protection

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted in duplicate to the Board of Directors of the Association and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this Article VI shall be construed to permit any review of architectural and building decisions made by the Declarant with respect to any Lot. In carrying out the provisions of this Article VI, Article VII, Article VIII or any other Article of this Declaration and of any of the rules and regulations adopted and promulgated pursuant to the provisions thereof, the Board of Directors and/or the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations. No one entering any such Lot for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or inspection. Wherever any approval of the Board of Directors is required under the terms of this Declaration, such approval must be in writing.

## ARTICLE VII

### Restrictions on Use

The following shall be restrictions on the use of the Lots and the Common Area which shall run with and bind the land:

(a) None of the Lots shall be used for any purpose other than for residential use, unless permitted by Zoning Regulations and other applicable laws. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement on the Property unless permitted by Zoning Regulations and other applicable laws; provided, however, that the Declarant may use any part of the Property for development, construction, sales and marketing of the improvements and other facilities which it intends to install or erect on the property, and for any incidental use in connection therewith.

(b) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become a nuisance to the neighbors.

(c) Roof top television and other antennas shall not be permitted except with the prior written approval of the Board of Directors, which approval shall be given only when it determines that reasonably good television reception cannot be obtained without

such antenna. No amateur radio transmission antenna shall be constructed anywhere on the Property.

(d) No junk vehicle or vehicle on which current registration plates are not displayed, truck, camp truck, van or the like shall be kept on the Property, nor shall the repair or ordinary maintenance of automobiles or other vehicles be carried out on the Property without prior written approval of the Board of Directors, except that small trucks and vans, weighing not more than three-quarters (3/4) of a ton, may be parked on any lot.

(e) No structure of a temporary character, tent, trailer, garage shed, or other out building shall be permitted on the Property except small tool sheds which shall be permitted only with the prior written approval of the Board of Directors.

(f) No sign of any kind other than those of the Declarant, a builder or their designated agent, shall be displayed to the public view on any Lot, except that one sign of not more than four (4) square feet advertising the Lot for sale or rent will be permitted.

(g) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited except that this shall not prohibit the keeping of a maximum of two (2) dogs and/or cats as domestic pets, provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted on the Common Areas unless accompanied by the owner, and unless they are leashed. Any Owner who keeps or maintains any pet shall be deemed to have an indemnified and agreed to hold harmless the Association, each of the Owners and the Declarant from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet. All pets shall be registered with the Board of Directors, and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the Property, and the Board of Directors will have the exclusive authority to declare any pet a nuisance.

(h) No lumber, materials, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except building materials during the course of construction, maintenance or repair by the Declarant. Trash, garbage or other waste shall not be kept except in sanitary containers and such shall not be visible from the streets. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(i) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements through and over Lots reserved for sewers, drainage and utility installations, and maintenance for such purposes and uses shall be shown on the development plans and/or any subdivision plats for the Property. Within these easements, no structure, planting or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Declarant, its agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the

purposes for which said easements and rights-of-way are reserved. The Declarant shall also have the right at the time of, or after, grading any street, driveway or parking area, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, driveway or parking area, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by an appropriate government authority. The Declarant shall further have the right to establish contiguous five (5) foot drainage easements on any two adjacent lots if it is deemed necessary in the sole discretion of the Declarant.

(j) All Common Areas may be used for, and only for; parks and recreational purposes, parking, trash storage and collection, ingress and egress, and for utilities, including, but not limited to, storm water and sanitary sewers, telephone, water, gas, electricity and cable T.V., and for such other purposes authorized by the Association or its Board of Directors, subject to the provisions of this Declaration and other matters of public record.

(k) The rights and duties with respect to sanitary and water, cable T.V., electricity, gas and telephone lines and facilities shall be governed by the following:

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

(ii) The right granted in subparagraph (i) above shall be only to the extent necessary to entitle the Owner or the Association serviced by said installation to its full reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

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

(l) Easements over the property for the installation and maintenance of electric, telephone, cable T.V., water, gas, drainage and sanitary sewer lines and facilities and the like are hereby reserved by the Declarant, together with the right to grant and transfer the same during such time that the Declarant holds title to the Property or any portion of the Remaining Property. The Declarant also reserves the right to enter upon the Common Areas and Lots for the purpose of completing the improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the

improvements thereon or to correct any condition which adversely affects the Property or any portion thereof.

(m) Nothing contained in this Article VII shall construed to limit in any way the rights and powers of the Board of Directors to approve or disapprove of the erection of buildings, fences, walls, or other structures or of changes or alterations to the Property, as more fully provided in Article VI hereof.

(n) Nothing contained in this Declaration shall be construed to in any way limit the right of the Declarant to use any Lot owned by the Declarant for the purposes of a construction office sales office, executive and/or management office and/or for model and display purposes.

(o) No fence or wall shall be erected, places, altered or maintained on any Lot nearer to the Street than the rear of the dwelling erected on the Lot. No fence or wall shall be erected except in compliance with Article VI hereof, and, when erected, shall not exceed forty-two (42) inches in height unless otherwise approved by the Board of Directors and in no event shall exceed sixty (60) inches in height, and shall not interfere with underground or surface utility or draining structures, pipes or ditches. The restrictions contained in this Paragraph (o) shall not apply to retaining walls required by topography, which retaining walls, however, shall require the written consent of the Board of Directors of the Association or its designated committee, as provided in Article VI hereof.

## ARTICLE VIII

### Annexation

Additional land including that within the Remaining Property may be annexed by the Declarant, its successors and assigns, without the consent of members within ten (10) years from the date of the recording of this Declaration. The Declarant shall have no obligation to annex any of such land, nor shall any of such land be subject to any of the terms, covenants and conditions of this Declaration unless and until the Declarant, or its successors in interest execute an instrument specifically subjecting such land to the terms of this Declaration. Land may be annexed after the execution of the said ten (10) year period only upon the approval of two-thirds (2/3) of the Class A and Class B members voting in person or by proxy at the meeting at which such approval is sought. The annexation authorized hereunder shall be made by filing of record, an amendment to the Declaration of Covenants, Conditions and Restrictions with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the Property. Upon the filing of any amendment, Owners of Lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges, as applies to the Owners of Lots in the initial Property.

## ARTICLE IX

### Cross Easements

The Declarant reserves the right to subject the Common Areas to easements for the benefit of the Declarant and any person, firm, corporation, trustee, or other legal entity having any interest in the Remaining Property, or any part thereof, or other land annexed pursuant to Article VIII hereof, their respective heirs, personal representatives, successors and assigns, in common with the Association to:

(a) Use all roads and walkways now or hereafter installed on the aforesaid Common Areas, for access to and from any public road and enter upon such roads and walkways for the purpose of repairing or maintaining the same.

(b) Lay, install, construct, place and maintain on, over, or under the aforesaid Common Areas, or any portion thereof, pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities to provide adequate utility service to any plot or lot now or hereafter laid out or established, and enter upon said Common Areas for such purposes and for the purpose of making openings and excavations therein.

(c) Use and enjoy all utility installations within the aforesaid Common Areas including the right to:

(i) Use all water pipes, lines, mains, water facilities and installations constructed, placed, installed or maintained in, on, under or through said Common Areas with the right to take water from such pipes, lines, mains, facilities and installations for domestic use only in or about the dwellings erected on any lot or plot upon payment for such water at the rates charged by the agency or public utility supplying such water.

(ii) Use all sanitary sewer lines, mains, facilities and installations constructed, placed, installed or maintained in, on, under, or through said Common Areas, with the right to discharge into and through said lines, mains, facilities and installations, sewage from dwellings erected on any lot or plot; and

(iii) Use all storm water sewers, drains, pipes, lines, mains and other facilities and installations constructed, placed, installed or maintained in, on, under or through said Common Areas, with the right to discharge and drain into and through said sewers, drains, pipes, lines, mains, and other drainage facilities and installations.

## ARTICLE X

### Election By Certain Owners

Any thing contained in this Declaration to the contrary notwithstanding any owner of a Lot in Annapolis Roads West, Section One shall not be deemed to be members of the Association unless and until such owner elects to become a member of the Association by filing a declaration in the Land Records of Anne Arundel County making such election. Until such election is made by an owner pursuant to this Article, such Owners in Section One shall not have the privilege of using the Common Area, nor shall such Owner be obligated to pay the fees for the maintenance of said Common Area. Accordingly, the rights, privileges and obligations relating to the use of the Common Area and the assessments for maintenance thereof set forth in Article II, Article III, Article IV, Section One and Article V shall not be applicable to the Owners of Lots in said Section One.

The election of an Owner to become a member of the Association shall be irrevocable and shall be binding on the Owner, and his successors and assigns so long as the Declaration is in force. Nothing contained in this Article X shall receive any Owner or any Lot from the covenants contained in the Declaration except those specifically excluded by this Article X.

## Article XI

### General Provisions

Section 1. Enforcement. The Association, and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgments or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by the Declarant, if the Declarant owns any Lot, and by not less than ninety percent (90%) of the other Record Owners, and thereafter by an instrument signed by the Declarant, if the Declarant owns any Lot, and by not less than Seventy-five percent (75%) of the other Lot Owners. Any amendment must be recorded and takes effect immediately upon recordation.

Section 4. Federal Housing Administration and Veterans Administration and Approval. As long as there is a Class B member and if any Lot is security for a mortgage or deed of trust insured by the FHA or VA, the following actions will require the prior approval of the FHA and/or VA, as the case may be: dedication of Common Area to the Public; and amendment of this Declaration of Covenants, Conditions and Restrictions except by the filing of a supplemental Declaration of Covenants, Conditions and Restrictions as set forth in Article VII (governed by the provisions of that article) if development of the land described in the Supplemental Declaration is to take place in accordance with any plans which may have previously been approved by the FHA or VA.

Section 5. Conflicts. In the case of any conflict between this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Declaration shall control.

ARTICLE XII

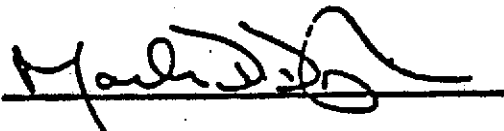
Additional Rights of Declarant.

In view of the fact that the construction of the Declarant's development is one which will take the Declarant several years to complete, the Declarant, in addition to all rights reserved to it under this Declaration, and notwithstanding any other provision of the Declaration specifically reserves the right to use any and all portions of the Property, including Common Area, which may have previously been conveyed to the Association for all reasonable purposes necessary or appropriate to the full and final completion of construction of the Annapolis Roads West development. Specifically, none of the provisions concerning architectural review shall in any way apply to any aspect of the Declarant's activities or construction, and notwithstanding any provisions of this Declaration, none of the aforesaid construction activities or any other activities associated with construction, sales management or administration of the Annapolis Roads West development shall be deemed noxious, offensive or a nuisance. The declarant reserves the right to store material, construction debris and trash during the construction period on the Property without keeping same in containers. The Declarant will take reasonable steps to avoid unduly interfering with the beneficial use of the Lots.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

WITNESS:

**ANNAPOLIS ROADS LIMITED  
PARTERSHIP**

— 

By:  (SEAL)  
**Robert S. Mattie, General Partner**

ATTEST:

By: **ANNAPOLIS ROADS  
DEVELOPMENT CO., INC.**

— 

by:  (SEAL)  
**Robert S. Mattie, President  
General Partner**

ATTEST:

RIGGS NATIONAL BANK OF  
WASHINGTON D.C.

Donald C. Paenl By: [Signature] (SEAL)  
Vice President

ATTEST:

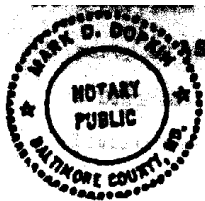
HOUSING CAPITAL CORPORATION

Dee S. Sotomayor By: [Signature] (SEAL)  
Assistant Secretary General President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 11<sup>th</sup> day of May, 1981, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT S. MATTIE, individually and as President of Annapolis Roads Development Co., Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be his act of said corporation as General Partners of this Declarant and further acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



[Signature]  
Notary Public  
My Commission Expires July 1, 1982

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of May, 1981, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared James L. Thiele, President of Riggs National Bank of Washington D.C. who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of Riggs National Bank of Washington D.C. for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public  
My Commission Expires: 9-30-85



FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 11<sup>th</sup> day of August, 1983 by BAY RIDGE LIMITED PARTNERSHIP (formerly known as Annapolis Roads Limited Partnership), a Maryland limited partnership (hereinafter referred to as the "Declarant"), party of the first part, and THE RIGGS NATIONAL BANK OF WASHINGTON, D. C., a District of Columbia corporation and HOUSING CAPITAL CORPORATION, a District of Columbia corporation, parties of the second part.

WHEREAS, the parties hereto entered into a Declaration of Covenants, Conditions and Restrictions dated May 21, 1981 and recorded on June 4, 1981 in the Land Records of Anne Arundel County at Liber W.G.L. 3412, folio 152 (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declarant, pursuant to Article VIII of the Declaration, desires to annex a portion of the Remaining Property (as defined therein.)

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. The Declarant hereby declares that Lot 1-A through 22-B, inclusive, (being 44 lots in all) as shown on the plat entitled "Plat 2 of 3 Annapolis Roads West, Section Two" prepared by Dewberry & Davis, dated April 30, 1981 and recorded in the Plat Records of Anne Arundel County at Liber W.G.L. 80, folio 37, Plat No. 4212, shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as set forth in the Declaration and shall be included in the definition of the term "Property" as that term is defined in Article I, Section 4 of the Declaration.

2. Article I, Section 6 is hereby amended to include Lots 1-A through 22-A, inclusive, as shown on the "Plat of Annapolis Roads West, Section Two" (as herein defined).

1983 OCT - 5 AM 10:14  
E. ASBURY COLLISON  
FEE \$



21 00 50

3. The following is hereby added as Article I, Section 11:

"Section 11. Plat of Annapolis Roads West, Section Two - "Plat of Annapolis Roads West, Section Two" shall mean and refer to and include the plat entitled "Plat 2 of 3 Annapolis Roads West, Section Two" prepared by Dewberry & Davis, dated April 30, 1981 and recorded among the Plat Records of Anne Arundel County at Liber W.G.L. 80, folio 37, Plat 4212."

4. The Riggs National Bank of Washington, D. C. and Housing Capital Corporation each join in this agreement solely for the purpose of consenting to and subordinating the liens of any and all deeds of trust held by each of them to the covenants, agreements and restrictions in the Declaration and as herein set forth and for that purpose only, fully retaining the liens of said deeds of trust on the property described in said deeds of trust.

5. Except as hereby amended, all of the provisions of the Declaration as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed on the day and year first above written.

ATTEST:


  
\_\_\_\_\_

BAY RIDGE LIMITED PARTNERSHIP

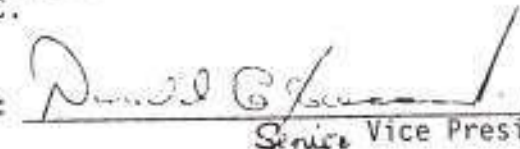
BY: NEWLIFE PROPERTIES, INC.

BY:  (SEAL)  
President

ATTEST:

  
\_\_\_\_\_

THE RIGGS NATIONAL BANK OF WASHINGTON, INC.

BY:  (SEAL)  
Senior Vice President

ATTEST:

  
\_\_\_\_\_

HOUSING CAPITAL CORPORATION

BY:  (SEAL)  
DAVID L. SMITH, President

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of AUGUST, 1983, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared DAVID L. SMITH, the President of Housing Capital Corporation who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of Housing Capital Corporation for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.



*Margaret J. Mundy*  
Notary Public

My Commission expires:

My Commission Expires July 14, 1985

Witnessed to: *Kaplan, Hupson & Dal*

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY that on this 11<sup>th</sup> day of August, 1983, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ALLAN I. BERMAN, President Newlife Properties, Inc. General Partner of BAY RIDGE LIMITED PARTNERSHIP known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument on behalf of said corporation as General Partner of the Declarant and further acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Paul D. [Signature]  
Notary Public

My Commission expires: July 1, 1986

DISTRICT OF COLUMBIA,

to wit:

I HEREBY CERTIFY that on this 16<sup>th</sup> day of August, 1983, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared Donald A. Sacardi, Sr. Vice President of The Riggs National Bank of Washington, D. C. who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of The Riggs National Bank of Washington, D. C. for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Sharon M. [Signature]  
Notary Public

My Commission expires: Jan 31, 1988

SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 15<sup>th</sup> day of February, 1984 by BAY RIDGE LIMITED PARTNERSHIP (formerly known as Annapolis Roads Limited Partnership), a Maryland limited partnership (hereinafter referred to as the ("Declarant"), party of the first part, and THE RIGGS NATIONAL BANK OF WASHINGTON, D. C., a District of Columbia corporation and HOUSING CAPITAL CORPORATION, a District of Columbia corporation, parties of the second part.

WHEREAS, the parties hereto entered into a Declaration of Covenants, Conditions and Restrictions dated May 21, 1981 and recorded on June 4, 1981 in the Land Records of Anne Arundel County at Liber W.G.L. 3412, folio 152 and a First Amendment dated August 11, 1983 and recorded on October 5, 1983 among the aforesaid Land Records at Liber E.A.C. 3644, folio 68 (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, the Declarant desires to amend Article II, Section 3 of the Declaration.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Article II, Section 3 is hereby deleted and the following inserted in lieu thereof:

"Section 3. Title to Common Area. Title to the common area shall be conveyed to the Association free and clear of all liens and encumbrances no later than the date that the two Hundredth (200th) lot in the Remaining Property is conveyed to a purchaser or December 31, 1987, whichever shall first occur."

RECORDED IN ANNE ARUNDEL COUNTY MARYLAND FEB 27 PM 3:42



2. The Riggs National Bank of Washington, D. C. and Housing Capital Corporation each join in this Agreement solely for the purpose of consenting to and subordinating the liens of any and all deeds of trust held by each of them to the covenants, agreements and restrictions in the Declaration and as herein set forth and for that purpose only, fully retaining the liens of said deeds of trust on the property described in said deeds of trust.

3. Except as hereby amended, all of the provisions of the Declaration as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed on the day and year first above written.

ATTEST:

David L. Cal

BAY RIDGE LIMITED PARTNERSHIP

BY: NEWLIFE PROPERTIES, INC.

BY: Atlan J. Bernans (SEAL)  
Atlan J. Bernans, President

ATTEST:

mm mordlinger

THE RIGGS NATIONAL BANK OF WASHINGTON, INC.

BY: Donald C. ... (SEAL)  
Sik, Vice President

ATTEST:

With attached  
Secretary

HOUSING CAPITAL CORPORATION

BY: David L. Smith (SEAL)  
DAVID L. SMITH, President  
PRESIDENT

STATE OF <sup>VIRGINIA</sup> ~~MARYLAND~~, CITY/COUNTY OF <sup>FAIRFAX</sup> ~~BALTIMORE~~

TO WIT:

I HEREBY CERTIFY that on this 6<sup>th</sup> day of February, 1984, before me, the subscriber, a Notary Public of the State of <sup>VIRGINIA</sup> ~~Maryland~~, personally appeared

Allan J. Berman, President of Newlife Properties, Inc., General Partner of BAY RIDGE LIMITED PARTNERSHIP known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument on behalf of said corporation as General Partner of the Declarant and further acknowledged that he executed the same for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

*Grace J. [Signature]*  
Notary Public  
My Commission expires: ~~July 31, 1986~~ 30/19

DISTRICT OF COLUMBIA,

TO WIT:

I HEREBY CERTIFY that on this 8<sup>th</sup> day of February, 1984, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared DONALD A. SACCARDI a Vice President of The Riggs National Bank of Washington, D.C. who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of The Riggs National Bank of Washington, D. C. for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

*Sharon M. [Signature]*  
Notary Public  
My Commission expires: ~~July 31, 1986~~  
January 31, 1987

DISTRICT OF COLUMBIA,

TO WIT:

I HEREBY CERTIFY that on this 15 day of February, 1984, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared DAVID L. SMITH, the President of Housing Capital Corporation who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of Housing Capital Corporation for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.



Margaret A. [Signature]  
Notary Public

My Commission expires: ~~July 14, 1985~~

My Commission Expires July 14, 1985

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing Second Amendment is truly taken and copied from Liber EAC No. 3700 folio 635 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 27 day of FEB A. D. 1984.

E. Arnoney Calouse  
Clerk of the Circuit Court for Anne Arundel County



DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of May, 1981, before me the subscriber, A Notary Public of the District of Columbia, personally appeared David L. Smith, the Sr. Vice President of Housing Capital Corporation who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of Housing Capital Corporation for the purposes therein contained.

AS WITNESS me hand and Notarial Seal.

Ilana F. Bush.  
Notary Public

My Commission Expires: 6/14/85.

THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This THIRD AMENDMENT TO DECLARATION OD COVENANTS,  
CONDITIONS AND RESTRICTIONS made this \_\_\_\_\_ day of \_\_\_\_\_, 1984,  
by BAY RIDGE LIMITED PARTNERSHIP (formerly known as Annapolis Roads  
Limited partnership), a Maryland Limited partnership (hereinafter referred to as the  
("Declarant")), party of the first part, and THE RIGGS NATIONL BANK OF  
WASHINGTON D.C., District of Columbia corporation and HOUSING CAPITAL  
CORPORATION, a District of Columbia corporation, parties of the second part.

WHEREAS, the parties hereto entered into a Declaration of Covenants, Conditions  
and Restrictions dated May 21, 1981, and recorded on June 4, 1981 in the Land Records  
of Anne Arundel County at Liber W.G.L. 3412, folio 152; a First Amendment dated  
August 11, 1983 and recorded on October 5, 1983 among the aforesaid Land Records at  
Liber E.A.C. 3644, folio 68, and a Second Amendment dated February 15, 1984, and  
recorded among the aforesaid Land Records at Liber E.A.C. 3700, folio 638 (hereinafter  
collectively referred to as the "Declaration"); and

WHEREAS, the Declarant desires to amend Article VII, Paragraph (o), Section 3  
of the Declaration.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Article VII, Paragraph (o) is hereby deleted and the following inserted  
in lieu thereof:

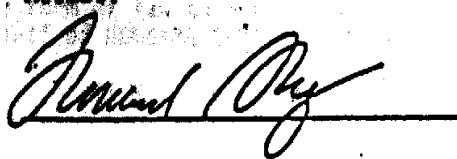
“(o) No fence or wall shall be erected, placed, altered or  
maintained on any Lot nearer to the street than the rear of the  
dwelling erected on the Lot. No fence or wall shall be erected  
except in compliance with Article VI hereof, and, when erected,  
shall not exceed forty-two (42) inches in height unless otherwise  
approved by the Board of Directors and in no event shall exceed  
seventy-two (72) inches in height, and shall not interfere with  
underground or surface utility or draining structures, pipes, or


ditches. The restrictions contained in this paragraph (o) shall not apply to retaining walls required by topography, which retaining walls, however, shall require the written consent of the Board of Directors of the Association or its designated committee, as provided in Article VI hereof.”

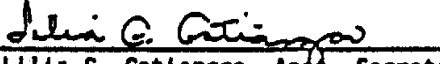
2. The Riggs National Bank of Washington, D.C. and Housing Capital Corporation each join in this Agreement solely for the purpose of consenting to and subordinating the liens of any and all deeds of trust held by each of them to the covenants, agreements and restrictions in the Declaration and as herein set forth and for that purpose only, fully retaining the liens of said deeds of trust on the property described in said deeds of trust.

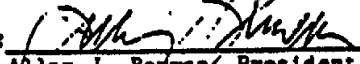
3. Except as hereby amended, all provisions of the Declaration as amended shall remain in full force and effect.

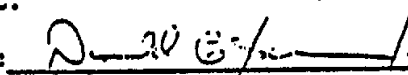
IN WITNESS WHEREOF, the parties have caused this Declaration to be executed on the day and year first above written.

ATTEST:  


ATTEST:  


ATTEST:  
  
Lilia G. Gotiangco, Asst. Secretary

BAY RIDGE LIMITED PARTNERSHIP  
BY: NEWLIFE PROPERTIES, INC.  
BY:  (SEAL)  
Allan J. Berman, President

THE RIGGS NATIONAL BANK OF WASHINGTON, INC.  
BY:  (SEAL)  
Senior Vice President

HOUSING CAPITAL CORPORATION  
BY:  (SEAL)  
Vice President

STATE OF VIRGINIA, COUNTY OF FAIRFAX, to wit:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 1984, before me, the subscriber, a Notary Public of the State of Virginia, personally appeared Allan J. Berman, President of Newlife Properties, Inc., General Partner of BAY RIDGE LIMITED PARTNERSHIP known to me (or satisfactorily proven) to be the

person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument on behalf of said corporation as General Partner of the Declarant and further acknowledged that he executed the same for the purpose therein contained.

AS WITNESS, my hand and Notarial Seal

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**AS WITNESS my hand and Notarial Seal.**

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3/25/88

DISTRICT OF COLUMBIA

to wit:

I HEREBY CERTIFY that on this 18<sup>th</sup> day of June 1987, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared James M. Cluett, President of HOUSING CAPITAL CORPORATION, who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of HOUSING CAPITAL CORPORATION for the purposes therein contained.

**AS WITNESS my hand and Notarial Seal.**

  
\_\_\_\_\_  
Notary Public

My Commission expires: 4/30/91

FOURTH AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

---

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS made this            day of June, 1987, BAY RIDGE  
LIMITED PARTNERSHIP (formerly known as Annapolis Roads Limited Partnership), a  
Maryland limited partnership (hereinafter referred to as the “Declarant”), party of the first  
part, and HOUSING CAPITAL CORPORATION, a District of Columbia corporation,  
party of the second part.

WHEREAS, the parties hereto, together with the Riggs National Bank of  
Washington D.C., entered into a Declaration of Covenants, Conditions and Restrictions  
dated May 21, 1981 and recorded among the Land Records of Anne Arundel County at  
Liber W.G.L. 3412, folio 152, a first Amendment dated August 11, 1983 and recorded  
among the aforesaid Land Records at Liber E.A.C. 3644, folio 38, and a Third  
Amendment dated July 10, 1985 and recorded among the aforesaid Land Records at  
Liber E.A.C. 3926, folio 46 (hereinafter collectively referred to as the “Declaration”); and

WHEREAS, the Declarant, pursuant to Article VIII of the Declaration, desires to  
annex a portion of the Remaining Property (as defined therein).

NOW, THEREFORE, the Declarant does hereby amend the Declaration as  
follows:

1. The Declarant hereby declares that the lots set forth on Schedule A, (being  
104 lots in all) all shown on the plats entitled “Mariner’s Landing,” Plat 2 of 4,  
Plat 3 of 4, and Plat 4 of 4, prepared by Development Facilitators, Incorporated,  
dated June 1986, and recorded in the Plat Records of Anne Arundel County at  
Plat Book 106, folios 40, 41, and 42, respectively, and being designated as Plat  
nos. 5515, 5516, and 5517, respectively, shall be held, sold, and conveyed subject

to the easements, restrictions, covenants, and conditions as set forth in the Declaration and shall be included in the definition of the term "Property" as that term is defined in Article I, Section 4 of the Declaration.

2. Article I, Section 7 is hereby amended by adding "and the plats entitled 'Mariner's Landing,' Plat 2 of 4, Plat 3 of 4, and Plat 4 of 4, prepared by Development Facilitators, Incorporated, dated June 1986, and recorded in the Plat Records of Anne Arundel County at Plat Book 106, folios 40, 41, and 42, respectively, and being designated as Plat Nos. 5515, 5516 and 5517, respectively."

3. Housing Capital Corporation joins in this agreement solely for the purpose of consenting to and subordinating the lien of any and all deeds of trust held by it to the covenants, agreements and restrictions in the Declaration and as herein set forth and for that purpose only, fully retained the liens of said deeds of trust on the property described in said deeds of trust.

4. Except as herein amended, all of the provisions of the Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed on the day and year first above written.

ATTEST:

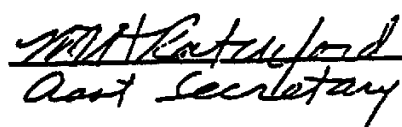
BAY RIDGE LIMITED PARTNERSHIP

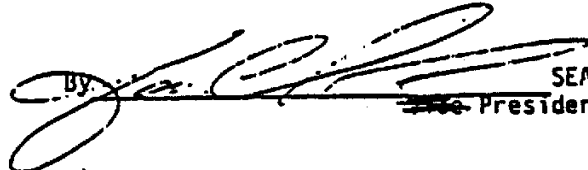
BY: NEWLIFE PROPERTIES, INC.

By:  (SEAL)  
Leonard A. Shapiro, Vice President

ATTEST:

HOUSING CAPITAL CORPORATION

 Assistant Secretary

By:  (SEAL)  
President

STATE OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_ to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of June 1987, before me, the subscriber, a Notary Public of the State of Virginia, personally appeared Leonard A. Shapiro, Vice President of Newlife Properties, Inc., General Partners of BAY RIDGE LIMITED PARTNERSHIP, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument on behalf of said corporation as General Partner of the Declarant and further acknowledged that he executed the same for the purpose therein contained.

DISRICT OF COLUMBIA, to-wit:

I HEREBY CERTIFY that on this 1<sup>st</sup> day of October, 1984, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared Donald A. Saccardi a Sr., Vice President of The Riggs National Bank of Washington, D.C. who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of The Riggs National Bank of Washington, D.C., for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

  
Notary Public

My Commission expires: January 31, 1987

DISTRICT OF COLUMBIA, to-wit:

I HEREBY CERTIFY that on this 29<sup>th</sup> day of October 1984, before me, the subscriber, a Notary Public of the District of Columbia personally appeared Robert A. Freedman, the Vice-President of Housing Capital Corporation who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of Housing Capital Corporation for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.

  
Notary Public

My Commission expires: 8/15/89

SCHEDULE A

Mariner's Landing, Plat 2 of 4  
(Recorded Plat Book 106, folio 40, Plat No. 5515)

Building L, Lots 1-6, inclusive  
Building M, Lots 1-6, inclusive  
Building N, Lots 1-6, inclusive  
Building O, Lots 1-7, inclusive  
Building P, Lots 1-5, inclusive  
Building Q, Lots 1-7, inclusive

Mariner's Landing, Plat 3 of 4  
(Recorded Plat Book 106, folio 41, Plat No. 5516)

Building F, Lots 1-6, inclusive  
Building G, Lots 1-7, inclusive  
Building H, Lots 1-5, inclusive  
Building I, Lots 1-5, inclusive  
Building J, Lots 1-7, inclusive  
Building K, Lots 1-5, inclusive

Mariner's Landing, Plat 4 of 4  
(Recorded Plat Book 106, folio 42, Plat No. 5517)

Building A, Lots 1-7, inclusive  
Building B, Lots 1-5, inclusive  
Building C, Lots 1-7, inclusive  
Building D, Lots 1-7, inclusive  
Building E, Lots 1-6, inclusive



Exhibit D

**FIFTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

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THIS DECLARATION is made this 17th day of April, 1990, by MARINER'S POINT COMMUNITY ASSOCIATION, INC., hereinafter referred to as "the Association", LENORE BAZZICHI, hereinafter referred to as "the Bazzichi Parcel Owner", ARTHUR I. SILBER and RICHARD M. NELSON, Trustees for Sterling Bank & Trust Co., and RICHARD T. WRIGHT and FREDERICK C. SUSSMAN, Trustees for Wendell Lilly, Jr., Inc. The said Arthur L. Silber, Richard M. Nelson, Richard T. Wright, and Frederick C. Sussman are hereinafter collectively referred to in their fiduciary capacities as "the Trustees".

**EXPLANATORY STATEMENT:** By virtue of a quitclaim deed from Independence Holding Company, et al., recorded among the Land Records for Anne Arundel County, Maryland at Liber 4494, folio 716, the Bazzichi Parcel Owner owns and is vested with title to certain real property located in the City of Annapolis and Anne Arundel County, Maryland which is more particularly described in that quitclaim deed. (This said certain real property of the Bazzichi Parcel Owner is hereinafter referred to as "the Bazzichi Parcel").

The Bazzichi Parcel is encumbered by a Deed of Trust and Security Agreement dated November 28, 1989 from the Bazzichi Parcel Owner to Arthur L. Silber and Patricia A. Jenkins, Trustees for Sterling Bank & Trust Co., a bank and trust company organized and existing under the law of the State of Maryland. This Deed of Trust and Security Agreement is recorded among the Land Records of Anne Arundel County, Maryland at Liber 4981, folio 152. The Bazzichi Parcel is further encumbered by a Deed of Trust dated December 7, 1989 from the Bazzichi Parcel Owner to Richard T. Wright and Frederick C. Sussman, Trustees for Wendell Lilly, Jr., Inc., a Maryland corporation. This latter Deed of Trust is recorded among the Land Records of Anne Arundel County, Maryland at Liber 5033, folio 2.

On or about May 21, 1981, Annapolis Roads Limited Partnership, et al., recorded a certain Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "the Declaration") among the Land Records for Anne Arundel County, Maryland at Liber 3412, folio 152 et seq., for the purpose of then or in the future subjecting certain real property therein described to the covenants, restrictions, easements, charges and liens therein set forth, each and all of which were to be for the benefit of the Property (as therein described and defined) and the subsequent owners thereof. The Declaration has heretofore been amended by a First Amendment dated August 11, 1983 and recorded among the aforesaid Land Records at Liber E.A.C. 3644, folio 68, a Second Amendment dated February 15, 1984 and recorded among the aforesaid Land Records at Liber E.A.C. 3700, folio 38, a Third Amendment dated July 10, 1985, and recorded among the aforesaid Land Records at Liber E.A.C. 3926, folio 46, a Fourth Amendment dated June 18, 1987 and recorded among the aforesaid Land Records at Liber 4383, folio 692.

With regard to subsequent addition of real property to the legal operation and effect of the Declaration, Article VIII of the Declaration expressly provides,

"Additional land . . . may be annexed by the Declarant, its successors and assigns, without the consent of members within ten (10) years from the date of the recording of this Declaration . . . . The annexation authorized hereunder shall be made by filing of record, an amendment to the Declaration of Covenants, Conditions and Restrictions with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the Property. Upon the filing of any amendment, Owners of Lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges, as applied to the Owners of Lots in the Initial Property."

Pursuant to the above-quoted language of the Declaration, the Association, as the assignee of Annapolis Roads Limited Partnership (now known as Bay Ridge Limited Partnership), and the Bazzichi Parcel Owner hereby intend to annex the Bazzichi Parcel to that currently subject to the legal operation and effect of the Declaration and the jurisdiction of the Association. In addition, the Bazzichi Parcel Owner desires to dedicate the Bazzichi Parcel to the further conditions, restrictions, and right of first refusal herein contained, each and all of which shall be for the benefit of the Bazzichi Parcel Owner and the Association.

The Trustees join herein for the sole purpose of dedicating and subjecting the Bazzichi Parcel to the further conditions, restrictions, and right of first refusal herein contained. As such, for so long as they merely hold a security interest in the Bazzichi Parcel, the Trustees shall have no liability hereunder.

NOW THEREFORE, the Association, the Bazzichi Parcel Owner, and the Trustees hereby amend the Declaration and declare that all of the Bazzichi Parcel is and hereafter shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, equitable servitudes, charges and liens (all of which are sometimes hereinafter collectively referred to as "covenants and restrictions") hereinafter set forth, all of which shall be deemed to run with and bind the Bazzichi Parcel and to inure to the benefit of and be enforceable by the Association and its successors and assigns:

**1. Annexation Amendment.**

All of the Bazzichi Parcel (as hereinabove described) is and hereafter shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in the Declaration, all of which are declared and agreed to be in aid of a plan for improvement of the Bazzichi Parcel and the Property

described in the Declaration, the property heretofore annexed to that subject to the legal operation and effect of the Declaration, and such additional real property as shall hereafter be subjected to the legal operation and effect of the Declaration in accordance with the provisions thereof, and all of which shall be deemed to run with and bind the Bazzichi Parcel and the land so submitted to the Declaration and to inure to the benefit of and be enforceable by the Association, any person acquiring or owning an interest in real property subjected to the legal operation and effect of the Declaration, their successors and assigns. As such, the Bazzichi Parcel shall henceforth be deemed to be included in the definition of the term "Property" as that term is defined in Article I, Section 4 of the Declaration. The entire Bazzichi Parcel shall be deemed to be a "lot" as such term is defined in Article I, Section 6 of the Declaration.

**2. Additional Protective Covenants**

**2.1. Residential use.** No part of the Bazzichi Parcel shall be used for purposes other than one single-family dwelling and those other purposes which are ancillary to single-family residential housing.

**2.2. No Subdivision or Partition.** Ownership of the Bazzichi Parcel shall henceforth neither be subdivided nor partitioned without the prior consent in writing of the Association and compliance with such conditions as it may establish. Absent such prior written consent, all right, title and interest in and to the Bazzichi Parcel and its advantages and appurtenances shall remain undivided.

**3. Architectural Control**

**3.1. Additions, Alterations and Improvements by Owners.** No building, fence, wall or other exterior improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Bazzichi Parcel, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including without limitation, any other information specified by the Association) shall have been submitted to and approved in writing by the Association as to safety, harmony of external design, color and location in relation to surrounding structures and topography and the use of nearby properties.

**3.2. Approvals, etc.** Each applicant for approval of an addition, alteration, or improvement to the Bazzichi Parcel shall submit to the Association at least two sets of plans and specifications therefor. Upon approval by the Association of such plans and specifications submitted pursuant to the provisions of this Amendment to the Declaration, one copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Association and the other copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Association fails to approve or disapprove any plans and specifications

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which may be submitted to it pursuant to the provisions of this Amendment to the Declaration within sixty (60) days after such plans and specifications (and all other materials and information required by the Association) have been submitted to it in writing, then such approval shall be deemed to have been given by the Association as of the sixty-first (61st) day after the submission.

**3.3. Limitations.** There shall be no deviation from the plans and specifications approved by the Association without the prior consent in writing of the Association. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Association to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

**3.4. Rules and Regulations, etc.** The Association may from time to time adopt and promulgate reasonable Rules and Regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements criteria or the like shall be construed as a waiver of the provisions of this Amendment to the Declaration or any other provision or requirement of this Amendment to the Declaration. The Association may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Amendment to the Declaration or for the procurement of such expert or technical advice with respect thereto as it shall deem necessary.

**3.5. Architectural Review Committee.** In its discretion, the Association may delegate any or all of its powers, authorities and responsibilities as set forth in Sections 3.1, 3.2, and 3.3 of this Amendment to the Declaration (but not those powers and responsibilities set forth in Section 3.4 of this Amendment to the Declaration) to an Architectural Review Committee composed of at least three (3) Members appointed by it. The Association may at any time in its discretion revoke any such delegation of its powers as herein provided for and re-vest the delegated powers, authorities or responsibilities in itself; provided, however, that all actions by such Architectural Review Committees while vested with delegated powers, authorities or responsibilities of the Association shall be deemed to be as effective as if made or done by the Association itself. An Architectural Review Committee appointed pursuant to the provisions of this section shall have the power at any time to make such nonbinding recommendations to the Association for such Rules and Regulations as it shall deem advisable.

#### **4. Right of First Refusal.**

**4.1.** In either the event that the Bazzichi Parcel Owner or any other owner of the Bazzichi Parcel shall hereafter desire or attempt to sell or otherwise exchange or convey the



Bazzichi Parcel for valuable consideration without a single-family dwelling having been first constructed thereon or without a building permit for a single-family dwelling having been issued by the appropriate authority therefor, the Association shall, for a period of twenty (20) years after the date of this instrument, have an option and a right of first refusal to purchase the Bazzichi Parcel upon the terms and conditions hereinafter specified.

4.2. In the event that the Bazzichi Parcel Owner or any other owner of the Bazzichi Parcel ("the Transferor Owner") shall, within the next twenty (20) years, hereafter desire to attempt to sell or otherwise exchange or convey the Bazzichi Parcel for valuable consideration without a single-family dwelling having first been constructed thereon or without a building permit for a single-family dwelling having been issued by the appropriate authority therefor, the Transferor Owner shall give to the Association no less than sixty (60) days' prior written notice of the terms of such contemplated sale, exchange or other conveyance, together with the name and address of the proposed transferee(s), a copy of any signed agreement or offer received from such proposed transferee, and such other information as the Association may reasonably prescribe. (A proposal or agreement to sell, exchange or otherwise convey the Bazzichi Parcel is hereinafter referred to as "the Outside Offer".) The giving of such notice to the Association shall constitute a warranty and representation by the Transferor Owner to the Association of the terms of the Outside Offer and of the fact that the Transferor Owner believes the proposal or agreement received by him to be bona fide in all respects. Upon receipt of such notice, the Association shall have the first right and option to purchase the Bazzichi Parcel upon the same terms and conditions as contained in the Outside Offer, which first right and option shall be exercisable for a period of sixty (60) days following the date of receipt of such notice. If, and only if, under such circumstances, said first right and option is not exercised by the Association within sixty (60) days after the receipt of the notice, the Transferor Owner may, at the expiration of said period and at any time within ninety (90) days after the expiration of said period, contract to sell, exchange, or otherwise convey the Bazzichi Parcel to the proposed purchaser named in such notice upon the terms specified therein.

#### 5. Enforcement - Right to Remove or Correct Violations.

In the event any violation or attempted violation of any of the covenants or restrictions contained in the Declaration or this Amendment to the Declaration shall occur or be maintained upon the Bazzichi Parcel, or in the event of any other conduct in violation of any of the provisions or requirements of the Declaration or this Amendment to the Declaration, then the same shall be considered to have been undertaken in violation of the Declaration and/or this Amendment to the Declaration and without the approval of the Association as required hereby. The Association shall have the right, through its agents and employees, to enter upon the Bazzichi Parcel and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the violator causing or allowing such violations to occur.

6. Compliance and Default.

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Each owner, occupant, or user of the Bazzichi Parcel (or any part thereof), by his use of the Bazzichi Parcel, hereby covenants and agrees to be governed by and to comply with all of the terms of the Declaration, this Amendment to the Declaration, the Rules and Regulations herein provided for, and any amendments of the same. A default by an Owner or such an occupant or user shall entitle the Association, to the following relief:

**6.1. Legal Proceedings.** Failure to comply with any of the terms of the Declaration, this Amendment to the Declaration, or the Rules and Regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, any other relief provided for in the Declaration or this Amendment to the Declaration, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, or, if appropriate, by any aggrieved Owner. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants and restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

**6.2. Additional Liability.** Each owner of the Bazzichi Parcel shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the acts, neglect, or carelessness of any member of his family or his employees, tenants, agents, guests, invitees, or licensees. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of the Bazzichi Parcel or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

**6.3. Costs and Attorneys' Fees.** In any proceeding arising out of any default by an owner, occupant or user of the Bazzichi Parcel, the Association shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the court.

**6.4. No Waiver of Rights.** The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Amendment to the Declaration or the Rules and Regulations shall not constitute a waiver of the right of the Association to enforce such rights, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association pursuant to any term or provision of this Amendment to the Declaration or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the Association from exercising such privileges as may be granted to the Association by any other term or provision of this Amendment to the Declaration or the Rules and Regulations, at law or in equity.

## 7. Duration

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The covenants and restrictions of this Amendment to the Declaration shall run with and bind the Bazzichi Parcel for a term for twenty (20) years from the date this Amendment to the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, (a) a written instrument shall be executed by at least three fourths (3/4ths) of the members of the Association (representing at least three-fourths (3/4) of the votes of such membership stating that this Amendment to the Declaration, or any provisions hereof, shall expire at the end of the then current term, and (b) such written instrument is recorded among the Land Records for the jurisdiction in which this Amendment to the Declaration is recorded.

## 8. Amendment

Subject to the other limitations set forth in this Amendment to the Declaration, this Amendment to the Declaration may be amended by an instrument executed and acknowledged by all owners and mortgagees of the Bazzichi Parcel and at least a majority of the members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Amendment to the Declaration is recorded.

## 9. General Provisions

**9.1. Construction.** The provisions, covenants, conditions, restrictions, and right of first refusal contained in this Amendment to the Declaration shall be governed and construed in accordance with the laws of the State of Maryland. Such provisions, covenants, conditions, restrictions, and right of first refusal shall be liberally construed to effectuate the purposes of the preservation of aesthetic and property values in the Mariner's Point Subdivision area located near the Bazzichi Parcel and for the common welfare and enjoyment of all residents thereof. This agreement has been prepared by all parties hereto, and the language used in this agreement shall not be construed in favor of or against any particular party or parties. The provisions stated and contained in the EXPLANATORY STATEMENT above are intended to be a material part of this agreement and are not merely prefatory in nature.

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

**9.3. Severability.** All of the covenants, conditions, restrictions, easements and reservations contained in this Amendment to the Declaration are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful or unenforceable shall not affect the validity or

enforceability of any other covenants, conditions, restrictions, easement, reservations, or clause or phrase thereof.

IN WITNESS WHEREOF the Association, the Bazzichi Parcel Owner, and the Trustees have executed this Amendment to the Declaration as of the date first written hereinabove. By the seal of the Association and the signature of its President below, the Association accepts the owners of the Bazzichi Parcel as members of the Association and its rights and responsibilities hereunder.

WITNESS:

Kathleen McCreaner

ATTEST:

Thomas A. Nardelli

WITNESS:

Robin Kuchner

Robin Kuchner

Kathleen Y. Elmore

Kathleen Y. Elmore

Lenore Bazzichi (SEAL)  
Lenore Bazzichi

MARINERS'S POINT COMMUNITY ASSOCIATION, INC.

By: Robert E. Munkel (SEAL)  
Robert E. Munkel, President

Arthur L. Silber (SEAL)  
Arthur L. Silber, Trustee

Richard M. Nelson (SEAL)  
Richard M. Nelson, Trustee

Richard T. Wright (SEAL)  
Richard T. Wright, Trustee

Frederick C. Sussman (SEAL)  
Frederick C. Sussman, Trustee



STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 17<sup>th</sup> day of April, 1990, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared LENORE BAZZICHI who is known to me (or satisfactorily proven) to be the person who signed the within instrument and said person acknowledged that said person executed the same as her act.

AS WITNESS my hand and notarial seal.

*Kathleen M. Cannon*  
Notary Public  
My commission expires: July 1, 1990

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY That on this 17<sup>th</sup> day of April, 1990, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared ROBERT E. MUNKELT who is known to me (or satisfactorily proven) to be the person who signed the within instrument and said person made oath in due form of law that said person is the President of MARINER'S POINT COMMUNITY ASSOCIATION, INC. and that, as such, said person is duly authorized to execute the within instrument for the purposes therein contained, and said person acknowledged that said person executed the same as the act and deed of said MARINER'S POINT COMMUNITY ASSOCIATION, INC.

AS WITNESS my hand and notarial seal.

*Robert E. Munkelt*  
Notary Public  
My commission expires: July 1, 1990

STATE OF MARYLAND, *Anne Arundel County*

I HEREBY CERTIFY that on this 17<sup>th</sup> day of April, 1990, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared ARTHUR L. SILBER and RICHARD M. NELSON who are known to me (or satisfactorily proven) to be the persons who signed the within instrument and said persons acknowledged that they did each execute the same as his or her act in his or her capacity as Trustee for Sterling Bank & Trust Co.



AS WITNESS my hand and notarial seal.

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*Kerubelya Bach*  
Notary Public  
My commission expires: July 1, 1990

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 6<sup>th</sup> day of April, 1990, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared RICHARD T. WRIGHT and FREDERICK C. SUSSMAN who are known to me (or satisfactorily proven) to be the persons who signed the within instrument and said persons acknowledged that they did each execute the same as his act in his capacity as Trustee for Wendell Lilly, Jr., Inc.

AS WITNESS my hand and notarial seal.



*Kathleen N. Elmore*  
Notary Public  
My commission expires: July 1, 1990

*Hartman Craven*