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WILLIAMSBURG SQUARE
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 30th day of January 1976, by PULTE HOME CORPORATION, a Delaware corporation, and MIDATLANTIC NATIONAL BANK of Newark, New Jersey, hereinafter jointly referred to as the "Declarant";

WHEREAS, the Declarant is the owner in fee simple of certain real property located in the County of Montgomery, State of Maryland, which is more particularly described in Exhibit "A" attached hereto and made a part hereof, together with additional real property appurtenant thereto but not described in said Exhibit "A", and intends to erect thereon a residential community known as WILLIAMSBURG SQUARE, together with recreational facilities and other common areas for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said recreational facilities and other Common Areas; and to this end, desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

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

WHEREAS, there has been incorporated under the laws of the State of Maryland, as a non-profit, non-stock corporation, WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant hereby declares that all of the real property described in Exhibit "A" attached hereto, and made a part hereof, shall be held, transferred, sold, conveyed, hypothecated or encumbered, used and occupied subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I

The following words when used in this Declaration shall have the following meanings:

Section 1. "Association" shall mean and refer to the WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION, a non-profit, non-stock corporation incorporated under the laws of the State of Maryland, its successors and assigns.

Section 2. "Common Areas" shall mean all real property owned by the Association to be devoted to the common use and enjoyment of the members of the Association.

Section 3. "Declarant" shall mean jointly PULTE HOME CORPORATION, a Delaware Corporation, with offices at 16000 Industrial Road, Gaithersburg, Maryland, and MIDATLANTIC NATIONAL BANK of Newark, New Jersey, their successors and assigns.

Section 4. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, and any supplementary declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms or recorded with respect to other portions of the property.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property with the exception of Common Areas as heretofore defined.

Section 6. "Member" shall mean and refer to every person who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, provided, however that the purchaser at a foreclosure sale or trustee's sale shall be deemed as Owner.

Section 8. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 9. "Property" shall mean that real property described in Exhibit "A" attached hereto, including all common areas and recreational facilities, together with all additions and annexations which may be made from time to time. When used in this Declaration, the word "Property" shall be deemed to refer not only to the real property described in Exhibit "A" but may also extend to all or any part of the Property described in Exhibit "B" hereto if this Declaration is amended in accordance with its terms to include all of any portion of the Property described in Exhibit "B" or if this Declaration is again recorded with respect to an additional parcel of real property constituting all or part of the Property described in Exhibit "B".

Section 10. "Residential Community" shall mean the development known as WILLIAMSBURG SQUARE and situate on the Property.

Article II

Section 1. Property Subject to Declaration. That certain real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Montgomery, State of Maryland, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Section 2. Additions. The Declarant is the owner in fee simple of the Property described in Exhibit "A" hereto and also owns the Property as described in Exhibit "B" hereto. Initially, this Declaration shall be deemed to be applicable only to that portion of the Property described in Exhibit "A". The Declarant, however, specifically reserves the right to extend the portions of the Property subject to this Declaration to all or any part of the Property described in Exhibit "D". These extensions may be made from time to time until 100% of the Property described in Exhibit "A" and Exhibit "B", or such lesser amount thereof as the Declarant may determine, is subject to this Declaration. The Declarant shall subject additional portions of the Property to this Declaration either by means of recording an amendment or supplement to this Declaration among the appropriate Land Records, or by rerecording this Declaration and merely amending or supplementing the Exhibits hereto. The right of the Declarant to subject additional portions of the Property to this Declaration shall be vested only in the Declarant and no other owner, member or other person shall have such right, except that the VA shall determine that any such addition is in accord with the general plan heretofore approved by it. The right reserved herein, to the extent not exercised, shall lapse without further act or deed if such right is not exercised on or before December 31, 1987; provided, however, that the Declarant may waive and renounce said right prior to December 31, 1987, by recording an appropriate instrument among the Land Records of Montgomery County.

Article III

The following sections of this Article III shall apply to membership in the Association as that term is defined in Article I, Section 1 hereof.

Section 1. Members. Every Person, as defined, who is a record owner of a fee or undivided fee interest in any Lot within the Property shall be a member of the Association, as defined, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the residential community known as WILLIAMSBURG SQUARE. Ownership of such Lot shall be the sole qualification for ownership.

Section 2. Classification of Members. Members shall be divided into two classes denominated

as Class A Members and Class B Members defined as follows:

Class A Members shall be all owners as defined in Section 1 with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B Member(s) shall be the Declarant, who shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1. The Class B membership shall cease and be converted to Class A membership upon the first to occur of (a) when the total votes outstanding in the Class A membership are greater than the total votes outstanding in the Class B membership; or (b) on December 31, 1982, provided, however, that if the Developer is unable to fully develop the Property and sell all recorded Lots to owners by reason of any ban, moratorium or restriction imposed by any government, governmental agency, or public utility, then this date shall be extended for a period equal to the period between the date on which such ban, moratorium or restriction commenced, and the date upon which such ban, moratorium or restriction terminates or is rescinded, but in no event shall such period be extended for more than five years. From and after the happening of these events, whichever occurs first, the Class B Member(s) shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1. In the event that the Declarant exercises its rights under Article II, Section 2 and by such exercise declares Lots up to the maximum of Lots permitted by zoning regulation on the Property, each of the Lots so declared shall carry with it the appropriate membership with each lot possessing the appropriate voting rights. Declaration of additional Lots as stated shall, without further act or deed, be deemed to create additional memberships equal to the total number of Lots with voting rights as identified in the Declaration and all amendments thereto.

Section 3. Voting. At every meeting of the Members, each of the members shall have the right to cast his vote as defined by Article III, Section 2 on each question. The vote of the members representing a fifty-one percent (51%) majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or this Declaration, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No members shall be eligible to vote, either in person or by proxy, or be elected to the Board of Directors who is shown on the books or management accounts of the Association to be more than sixty (60) days

delinquent in any payment due the Association.

Section 4. Proxies. A member may appoint any other member or the Declarant or any other person permitted by law or by the By-Laws as his proxy. In no case may any member (except the Declarant) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's By-Laws.

Section 5. Quorum. The presence, either in person or by proxy, of members representing at least fifteen percent (15%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted.

Article IV

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

Section 2. Title to Common Areas. The Declarant shall prior to the time of conveyance of the first lot in Williamsburg Square convey to the Association fee simple title, free and clear of all liens and encumbrances, to the Common Area real property described in Exhibit "C" attached hereto and made a part hereof by this reference. Anything to the contrary in this Declaration notwithstanding the Declarant shall not be required to build or otherwise provide the swimming pool and related facilities to be constructed on said Common Area properties until such time as the Declarant shall have sold and conveyed its 150th lot in Williamsburg Square. In the event the Declarant shall be unable to sell 150 lots prior to December 31, 1987, the Declarant shall be relieved of any obligation it might have otherwise had for the construction or providing a swimming pool and related facilities on the Common Area.

In order to preserve and enhance the property values and amenities of the residential community, the Common Areas and all facilities built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

In order to provide reasonable pedestrian and vehicular ingress and egress to the property, an easement is hereby declared on the Common Areas contained in any portion of the property which, upon recordation of this Declaration, shall be deemed to run with the land and shall permit vehicular and pedestrian ingress and egress for each Owner and each Owner's heirs, successors, assigns, lessees and invitees.

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

- (a) reasonable regulations imposed by the Association in accordance with its Articles of Incorporation and By-Laws;
- (a) the right of the Association to take such steps as are necessary to protect the Common Areas against foreclosure;
- (b) the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations;
- (c) the right of the Declarant, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities;
- (d) the right of the Association to limit the number of guests of members;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, provided, however, that such dedication or transfer shall not impair any rights or ingress or egress to each individual Lot. All or any part of the Common Area shall not be dedicated or transferred without the prior written approval of the Maryland National Capital Park and Planning Commission or its successors, which approval shall not be unreasonably withheld. Further no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by two-thirds (2/3) of each class of members has been recorded.
- (f) the right of the Association to regulate parking on all Lots and Common Areas;
- (g) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property.

Section 4. Delegation of Use. Any owner my delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Article V

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, except the Declarant, of any Lot, by acceptance of a deed therefor, whether or not it shall be so express in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, as provided in the By-Laws, such assessments to be proportionately fixed, established and uniformly collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment feel due. This personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Annual Assessment and Carrying Charges of the Association. Each Class A member of the Association to the exclusion of the Class B member(s) shall pay to the Association a monthly sum (hereinelsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12) of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses. Assessments on unimproved and improved Lots owned by the Declarant shall be at a rate equal to twenty-five percent (25%) of the assessment rate applicable to Lots owned by owners other than Declarant. Assessments shall be for the purpose of paying Association expenses which shall include, but in no way be limited to the following:

- (a) The cost of all operating expenses of the residential community and services furnished, including charges by the Association for facilities and services furnished by it; and
- (b) The cost of necessary management and administration, including fees paid to a Management Agent, if any; and
- (c) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and
- (d) The cost of fire and extended liability insurance on the residential community and the cost of such other insurance as the Association may effect; and
- (e) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities, to the extent furnished by the Association; and

- (a) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements; and
- (b) the estimated cost of repairs, maintenance and replacements of the residential community to be made by the Association.

The Board of Directors of the Association shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require as provided in the By-Laws.

Section 3. Maximum Annual Assessment. 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 seventy-four dollars (\$175.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote 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.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (d) Notwithstanding anything to the contrary in this Section 3 or any other section of this Declaration the annual assessment shall be increased by an amount equal to \$5.00 per month effective as of a date six months prior to the anticipated date of opening for members use the swimming pool to be constructed by Declarant. Declarant shall advise the Board of Directors of the Association in writing of the anticipated opening date for the swimming pool. Such written notice shall be given at least 210 days prior to the anticipated date of opening.

Section 4. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of a described capital improvement located upon the Common Areas including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider necessary, provided that any such assessment shall have the assent of the members representing one hundred percent (100%) of the total number of votes eligible to be cast. A special assessment for the purpose of defraying, in whole or part, the cost of repair or replacement of a capital improvement upon this Common Area shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of

members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot within the property. The first annual assessment 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 Lot 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 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 whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7. Non-Payment of Assessment. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belong to the member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to these By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same.

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed eight percent (8%) per annum and may, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty or "late charge" as the said Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the Lot or Lots then belonging to said member, in either of which events interest, costs and reasonable attorneys' fees charged or incurred by the Association shall become an obligation of the Owner and shall be paid by the Owner.

The Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days.

Section 8. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 9. Priority of Lien. The lien established by this Article shall have preference over any other

assessments, liens, judgments or charges of whatever nature, except the following:

- (a) General and special assessments for real estates taxes on the Lot; and
- (b) The liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Section 10. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot in the residential community shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over other mortgages) upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

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

Section 11. Additional Default. Any recorded first mortgage secured on a Lot in the residential community shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 9 of this Article shall not be altered, modified, or diminished by reason of such failure.

Article VI

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction upon the property and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall which is built as part of the original construction upon the Lots and any replacement thereof.

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

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

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Arbitration. In the event of any dispute arises concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and be binding upon the parties. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until the provisions of the arbitrators have been met. This appointment of arbitrators hereunder shall be made within sixty (60) days after notice by one party to the other party that a dispute exists.

Article VII

Section 1. Architectural Control Committee. Except for the original construction upon the Lots situate within the Property by the Declarant and any improvements to any Lot or to the common areas accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in this Declaration provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, porches, driveways, walls or to make any change or otherwise alter (including any alteration or color) in any manner whatsoever any portion of the Lot, any portion of the exterior of the unit situated on the Lot or any of the common areas within the residential community until the complete plans and specifications showing the location, nature, shape, height, material, color type of construction and/or any other proposed form of change (including, without limitation, any other information specified

by the Board of Directors or its designated committee, shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by any architectural control committee designated by it. However, notwithstanding anything to the contrary in the preceding sentence or elsewhere in this Declaration or the Association Articles of Incorporation or By-Laws, until such time as Declarant has sold all Lots owned by it or any of its affiliates, the Declarant shall have the right to designate a majority of the individuals who shall serve on the Architectural Control Committee.

In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, such approval shall be deemed automatically granted. Any restrictions hereunder may be waived by the Board of Directors in lieu of a Committee.

Article VIII

Section 1. Residential Use. No Lot shall be used except for private residential purposes except for such non-residential uses as may be permitted by the Zoning laws of Montgomery County, Maryland, from time to time. Nothing in this Section, or hereinelsewhere, shall be construed to prohibit the Declarant from the use of any Lot or Lots which Declarant owns for promotional or display purposes as "models" or from leasing any unit or units which Declarant owns except that Declarant shall nevertheless be bound by the provisions of Section 2 of this Article.

Section 2. Residential Use: Rentals. No Lot or residence shall be used for any purpose other than single-family residential purposes. No gainful occupation, profession, trade or other non-residential use shall be conducted on any such Residential Area, provided, however, that nothing in this Declaration shall prevent the rental of property within a Residential Area by the Owner thereof for residential purposes, subject to all the provisions of the Declaration and By-Laws and Rules of the Association.

Section 3. Prohibited Uses and Nuisances.

- (a) No noxious or offensive trade or activity shall be carried on within the residential community or upon any Lot situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners.
- (b) There shall be no obstruction of any common areas. Nothing shall be stored upon any common areas (excepting those areas designated for storage of personal property by the owners of the Lots) without the approval of the Association's Board of Directors. Vehicular parking upon the common areas may be regulated by the Association's Board of Directors. Parking spaces upon the common areas (not to exceed two parking spaces per lot) may be assigned by the Association's Board of Directors for use by the owner of a particular lot.
- (c) Nothing shall be done or maintained upon any Lot or upon any common areas which will increase the rate of insurance on any Lot or common areas, or result in the cancellation thereof,

without the prior written approval of the Board of Directors. Nothing shall be done or maintained upon any Lot or upon common areas which would be in violation of any law. No waste shall be committed upon any common areas.

- (d) No structural alteration, construction, addition or removal of any Lot or common areas shall be commenced or conducted except in strict accordance with the provisions of this Declaration.
- (e) 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 upon any Lot or upon any common areas, except that this shall not prohibit the keeping of a dog, cat and/or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding and that they are not kept or maintained to the detriment of the health, safety and welfare of the residential community.
- (f) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Lot or common areas without the prior consent in writing of the Board of Directors and under such conditions as they may establish.
- (g) Except as hereinelsewhere provided, no junk vehicle or other vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the common areas. No vehicle of any type shall be parked on any parking space for the purpose of making any kind of repairs, other than routine maintenance work (e.g. engine oil change, waxing, minor engine tune-up).
- (h) No part of the common areas shall be used for commercial activities of any character. This subsection shall not apply to the use of Lots by the Declarant for display, marketing, promotional or sales purposes nor to professional offices.
- (i) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted upon any Lot or upon any common areas. Each Owner shall be responsible for the regular pickup and removal of his trash and garbage and trash and garbage containers shall not be permitted to remain in public view except as required to accommodate pickup and removal.
- (a) No structure of a temporary character, trailer tent, shack or other outbuilding shall be maintained upon any common areas at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any common areas at any time. Nothing shall be hung on any railing.
- (b) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Lot or upon any common areas without the prior written consent of the Board of Directors.
- (c) There shall be no violation of any rules for the use of the common areas, or other "house

rules" which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

- (d) Every Owner of a Lot shall maintain in full force and effect fire and extended insurance coverage on all Improvements existing on any Lot owned by him. The insurance coverage shall be in a face amount equal to at least eighty percent (80%) of the replacement value of such Improvements determined as of the effective date of the policy. Each Owner, or his representative, shall furnish to the Association, not later than thirty (30) days after the effective date or renewal date of any such insurance policy a written statement prepared and signed by the insurer acknowledging the amount of coverage in force and stipulating that all necessary premiums have been paid for the period of coverage set forth in the statement. Each Owner shall further advise his insurer to furnish the Association with a copy of any Notice of Termination of Coverage forwarded to the insured. This Section shall apply to each Owner, irrespective of whether or not he occupies the Improvements on any Lot(s) owned by him.
- (e) Every Lot Owner shall be responsible for the maintenance and repair of the water and sewer lines serving the Owner's townhome. The Owner's responsibility will be limited to that portion of such lines extending from the point of connection with trunk lines installed by the Washington Suburban Sanitation Commission and running to the Owner's townhome. In the event such lines cross any part of the Common Area the Owner shall have an easement onto the Common Area for the purpose of maintenance, repair or replacement of water or sewer lines serving the Owner's townhome and immediately after the completion of such maintenance, repair or replacement the Owner shall place the common area disturbed by such activity in the same condition as he found it prior to undertaking the activity. This Section shall apply to each Owner, irrespective of whether or not he occupies the Improvements on any Lot(s) owned by him.
- (f) Except for maintenance requirements herein imposed upon the Association, if any, the owner of any Lot shall, at his own expense, maintain his Lot including the interior and the exterior of any improvements on his Lot, and any and all equipment and fixtures therein situate, and its other appurtenances, in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Lot and appurtenances. In the event any Owner shall permit his Lot or any Improvement thereon owned by him to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Association, upon thirty (30) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a separate Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article V above.

- (g) None of the above restrictions shall be applicable to the Declarant during construction, or any phase thereof, of the WILLIAMSBURG SQUARE residential community.

Article IX

Section 1. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the residential community as may be considered necessary, appropriate or desirable by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common areas or for the preservation of the health, safety, convenience and/or welfare of the owners of the Lots and the Declarant. In addition, the Association shall grant easements to Owner's for the purpose of maintenance, repair and replacements of water and sewer lines (see Section VIII (3) (n)) which cross the Common Area.

Section 2. General Easement. The Declarant, so long as he shall retain record title to any Lot or the Common Areas, and the Association, reserve the right and easement to the use of the Common Areas and any Lot or any portion thereof, as may be needed for repair, maintenance, or construction on such Lot or any other Lot or the Common Areas.

Section 3. Easements for Encroachments. If any portion of a Lot Improvement encroaches upon the Common Area, or upon an adjoining Lot, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of the Common Area encroaches upon a Lot a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or the Lot.

Section 4. Easement for Additional Common Area.

- (i) Declarant expressly reserves the right to enlarge this project in accordance with the provisions of Article II. Such addition(s) to this project shall be expressed in and by a duly recorded supplement to this Declaration and supplemental subdivision map, as may be required.
- (ii) Each Owner of a Lot subject to this Declaration shall have a non-exclusive easement in common with all other Owners in the project for the use of all of the Common Area in the project.

Article X

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 1995, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for

successive periods of ten years each unless an instrument signed by the then Owners of ninety percent (90%) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded two years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken. Unless specifically prohibited herein, Articles I through IX of this Declaration may be amended by an instrument signed by Owners holding not less than seventy-five percent (75%) of the votes of the membership at any time. Any amendments must be properly recorded to be effective.

Notwithstanding anything herein contained to the contrary, the Declarant reserves the right for a period of two years from the date hereof to unilaterally amend this Declaration in whole or in part to conform this Declaration to the requirements of any governmental agency, Federal, State or local, and for the requirements of any mortgage lender.

Section 2. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Declarant, the Association, or any Member, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien the Lot, collectible in the same manner as assessments hereunder.

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

Section 5. Waiver. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Gender, etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 7. Conflicts. This Declaration is subject to all applicable provisions of the Annotated Code of Maryland. In the event of any conflict between this Declaration and any applicable provision of the Annotated Code of Maryland, the provisions of the statute shall control.

Section 8. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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

Attorney-in-fact, Rodger L. Schmidt

Secretary

PULTE HOME CORPORATION

By: Attorney-in-fact, John L. Payne

MIDATLANTIC NATIONAL BANK

By: President