

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 6th day of November, 1987 by REGENCY TOWNE JOINT VENTURE, a Maryland general partnership (hereinafter referred to as the "Declarant").

WHEREAS, Hil-Mar Corporation was on September 24, 1985 the owner of a 41.11 acre tract of land more or less located in Prince George's, County, Maryland, consisting of all of the land shown on the subdivision plat entitled Regency Towns, recorded among the Land Records of Prince George's County (the "Original Property"); and

WHEREAS, on September 24, 1985, Hil-Mar Corporation recorded a document entitled REGENCY TOWNS HOMEOWNER'S ASSOCIATION, INC. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, dated September 24, 1985, in the Land Records of Prince George's county at Liber 6212, folio 22 (the "Declaration"); and

WHEREAS, Article VIII, Section 2 of the Declaration provides that the Declaration may, during the first fifty years after its recordation, be amended by an instrument signed by the record owners of at least 90% of the Lots; and

WHEREAS, on March 26, 1987, Mil-Mar Corporation granted and conveyed all its right, title and interest in certain real property in Prince George's County, Maryland, including the original Property to Regency Townes Joint Venture, a Maryland general partnership, by a corporate Deed recorded in the Land Records of Prince George's County at Liber 6302, folio 518; and

WHEREAS, Regency Townes Joint Venture is the same entity as the Declarant herein; and

WHEREAS, the Declarant is the owner of certain property (hereinafter referred to as the "Premises") located in the County of Prince George's, State of Maryland, which is more particularly described in Exhibit A, attached hereto and made a part hereof.

NOW, THEREFORE, the Declarant hereby declares 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 Crowne Meadows Homeowners Association, Inc., a Maryland non-profit corporation, its successors and assigns.

Section .1. 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 way of limitation, all roads, walkways, open space 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 at the time of the conveyance of the first Lot are described as follows:

All of the land shown on the Plat of Crowne Meadows (as herein defined), saving the Lots (as herein defined) and saving any areas which have been dedicated or transferred to any public authority, agency or utility.

Section 3. “Declarant” shall mean and refer to Regency Towne Joint Venture, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 4. 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 Crowne Meadows, with the exception of the Common Areas, as herein defined.

Section 5. 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 a mortgage or other conveyance in the nature of a mortgage, the beneficiary or creditor secured by any deed of trust, and the heirs, personal representatives, successors and assigns of such grantee, beneficiary or creditor.

Section 6. Plat of Crowns Meadows. “Plat of Crowne Meadows” shall mean and refer to and include the plats entitled, “Plat One - Section One, Regency Towns”, “Plat Two - Section One, Regency Towns”, “Plat Three - Section One, Regency Towns”, and “Plat Four - Section One, Regency Towns”, prepared by the Interprofessional Planning and Design studio, Ltd., and recorded on December 19, 1985, among the Land Records of Prince George's County, Maryland, in Plat Book N.L.P. 125, folios 34 to 37, respectively, and the plats entitled “Plat One - Section Two, Regency

Towns”, “Plat Two - Section Two, Regency Towns”, “Plat Three - Section Two, Regency Towns”, and “Plat Four - Section Two, Regency Towns”, prepared by The Interprofessional Planning and Design Studio, Ltd., and recorded on November 14, 1986, among the Land Records of Prince George’s County, Maryland, in Plat Book 130, folios 15 through 18, respectively, and the plat entitled “Plat Five - Section Two, Regency Towns”, prepared by the Interprofessional Panning and Design Studio, Ltd., and recorded on March 10, 1987, among the Land Records of Prince George's County, Maryland in Plat Book N.L.P. 131, folio 61.

Section 7. 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 8. 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 anyone 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.

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 Common Areas which are part of the land described in Exhibit A upon the sale and settlement of all the Lots within the Property. Said right shall terminate with respect to Common Areas which are part of any land annexed to the Property by the filing of a Supplemental Declaration, 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 from time to time to the Association free and clear of all liens and encumbrances. All of the Common Areas which are part of the Premises shall have been

conveyed to the Association by no later than the date that the first lot is conveyed to a purchaser. If no mortgage in a particular section is insured by the Veterans Administration, the Common Area in that particular section will be conveyed to the Association no later than ten (10) years from the date of recording of the supplemental Declaration whereby the additional land is annexed to the Property.

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 assessments.

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 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 total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) January 1, 1991.

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 at 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.

Section 2. Individual Lots. Except as otherwise provided herein, or on the Plat of Crowne Meadows, 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 S, 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 as evidenced by the issuance of a Use and Occupancy Certificate by the appropriate Prince George's County agency hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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 six per cent (6%) per annum, plus costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with 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 Sections 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 Three Hundred Dollars (\$300.00) per Lot, payable quarterly in installments of Seventy-five Dollars (\$75.00) each on the first day of March, June, September and December.

(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 five percent (5%) of the maximum permissible annual assessment for the previous year.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, maximum annual assessments may be increased above the five percent (5%) increase aforesaid, 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, as provided in Article V, Section 5, herein.

(d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as herein before 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 on which a residence has been completed as evidence by the issuance of a Use and Occupancy Certificate by the appropriate Prince George's County agency, only twenty-five per cent (5%) of the established annual or special assessment. For example, if the Assessment for Lots in a particular year is \$300.00 per year, Declarant shall pay \$75.00 per year for each Lot which it owns, on which a residence has been completed as evidenced by the issuance of a Use and Occupancy Certificate. So long as any Class B member owns Lots for which it pays only 25% of the assessment, the Class B Members shall fund all budget deficits so that the common areas shall be maintained at no additional cost to the Association. Each Class B member will pay its pro rata share of any such deficit. A Class B member's pro rata share of the deficit is defined as the amount of the deficit multiplied by the ratio of the lots owned by that Class B member to all lots owned by Class B members.

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 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. 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 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 six per cent (6%) per annum. The Association may bring an 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

Section 1. Architectural Review.

(a) General. 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.

(b) Specific Approval Required. Without limiting the generality of subsection (a) of this section, none of the following actions may be taken upon any Lot unless the Board of Directors has approved such action in the manner hereinabove set forth:

- (1) any change in the landscaping of any Lot;
- (2) any installation, enlargement, alteration, restaining or repainting (other than in the same stain or color as the stain or color therefor immediately before such restaining or repainting), of any patio, or deck in the rear or the front of any Dwelling, or the addition of any steps thereto;
- (3) the construction of any storage shed anywhere on a Lot;
- (4) any alteration in the color or type of the roof of a Dwelling;
- (5) any alteration in the color or type of exterior of any Dwelling;

- (6) any alteration in the color or type of any exterior trim or mailbox on any Dwelling;
- (7) any change in the shape, size or color of any window of any Dwelling;
- (8) any change in the design or color of any exterior door of any Dwelling;
- (9) the installation of any storm door upon any Dwelling;
- (10) the installation, removal, or alteration in design, shape or color, of any exterior light fixture upon the front or rear or any other portion of a Dwelling;
- (11) any alteration in the size, shape or material of any exterior sidewalk;
- (12) any change in the color of any privacy screen located upon a Lot;
- (13) any change in the color of the existing roof-top flue and chase, or any installation of any cover for such flue, upon any Dwelling;
- (14) the construction or installation of any fireplace requiring the use of an exterior flue or chase upon any Dwelling;
- (15) the construction or installation of any exterior or roof-top television, radio or other antenna upon any Dwelling;
- (16) the construction or installation of any awning of any type over the front, side or rear porches, doors or windows of any Dwelling;
- (17) the construction or installation of any in-ground or above-ground swimming pool of any type on any Lot;
- (18) the construction or installation of any permanent or collapsible clothes dryer anywhere upon a Lot; and
- (19) the construction or installation of any fencing on the Property.

(c) Authority of Board. The Board of Directors shall have the authority to create and appoint persons to an Architectural Review Committee for purposes of carrying out the provisions of this Article. The Board of Directors and the Architectural Review Committee shall have the authority to promulgate 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 Article or any other provision or requirement of this Declaration. The Board of Directors and the Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by policy, standards or guidelines established by the committee) may appeal the decision of the Architectural and Environmental Review Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 2. Right of Entry. 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.

ARTXCLE 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 an 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, trailer, boat or boat trailer, truck, camper, camp truck, house trailer, van or the like shall be kept upon the Property, nor shall the repair or ordinary maintenance of automobiles or other vehicles be carried out on the Property, except that small trucks and vans, having a capacity of not more than three-quarters (3/4) of a ton, may be parked in properly designated parking areas.

(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 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 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 drain pipe shall be installed or maintained on any Lot above the surface of the ground. Easements through and over Lots have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are 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 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.

(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 therefor, 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 installations.

(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. 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) The Board of Directors shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which, in the opinion of the Board, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days prior written notice to correct the problem. The Association may bring an action at law against the Owner personally obligated to pay same; or the Association may foreclose the lien against the Lot. 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.

(n) Nothing contained in this Article VII shall be 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.

(o) 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.

(p) No fence may be approved by the Board of Directors unless said fence meets all of the following characteristics: it shall be made of wood, stained its natural color or painted white, be no more than forty-eight (46) inches in height, be within the property lines of the Lot on which it is proposed to be located, and be entirely to the rear of the rearmost portion of the house located on said Lot, and otherwise be fully in accordance with the Zoning Regulations or other applicable regulations of Prince George's County, Maryland. Notwithstanding the above, any type of fence installed by the Declarant, its successors or assigns, shall be the exclusive type of fence installed on any Lot thereafter.

(q) The Declarant reserves the right to place electric and/or utility meters on the exterior of any improvement which may be located on any Lot which may be located within the Property. Said meters may serve the improvements to which they are attached, and may serve other improvements located within the Property. A perpetual easement running with each Lot shall exist for the placement of such electric and other utility meters on the exterior of the improvements located on said Lots.

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

(s) No trees having a diameter of six (6) inches or more (measured at a point two feet above ground level) except during initial construction shall be removed from any Lot without the express written authorization of the Board of Directors or unless properly authorized by an appropriate governmental authority. The Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Property. If it shall deem it appropriate, the Board may mark certain trees, regardless of size, as not removable without written authorization.

(t) No patio or deck may be used for the storage of any toys or recreational equipment (but excluding outdoor patio furniture).

(u) No clothing or any household fabric shall be hung in the open on or about the Property.

(v) No unlawful use shall be made of any portion of the Property, and all laws, zoning and other ordinances and regulations of governmental and other municipal bodies and the like shall be observed at all times.

ARTICLE VIII

Annexation

Additional land may be annexed by the Declarant, successors and assigns, 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 applied to the Owners of Lots in the initial Property.

ARTICLE IX

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 anyone 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 unless prior to the commencement of any such period of ten (10) years an amendment termination adopted in accordance with this Section 3, is recorded in the Records of Prince George's County, Maryland. 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 per cent (75%) of the other Record Owners. Any amendment must be recorded and takes effect immediately upon recordation

Section 4. Federal Housing Administration and Veterans Administration 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 X

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 Crowne Meadows 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 Crowne Meadows 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:

REGENCY TOWNE JOINT VENTURE

By: REGENCY TOWNE CORP.,
General Partner

By: _____
JOHN R. ERICKSON, President

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 6th day of November, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOHN R. ERICKSON who acknowledged himself to be the President of Regency Towne Corp. (the "Corporation"), and that he, as such officer, being authorized to do so executed the foregoing instrument on behalf of the Corporation acting in its capacity as a partner in Regency Towne Joint Venture for the purposes therein contained by signing the name of the Corporation by himself as such officer.

AS WITNESS my hand and Notarial Seal.

Notary Public

] My Commission Expires July 1, 1990

EXHIBIT A

All that property in Election District No.6, Prince George's County, Maryland as shown and designated on the Plats entitled "Plat One - Section One, Regency Towns," "Plat Two - Section One, Regency Towns," "Plat Three - Section One, Regency Towns," and "Plat Four - Section One, Regency Towns," prepared by Interprofessional Planning and Design studio, Ltd., and recorded among the Plat Records of Prince George's County at Plat Book N.L.P. 125, folios 34 to 37, respectively, and the plats entitled "Plat One - Section Two, Regency Towns," "Plat Two- Section Two, Regency Towns," "Plat Three - Section Two, Regency Towns," and "Plat Four - Section Two, Regency Towns," prepared by Interprofessional Planning and Design studio, Ltd., and recorded among the Land Records of Prince George's County, Maryland, in Plat Book 130, folios 15 through 18, respectively, and the plat entitled "Plat Five - Section Two, Regency Towns," prepared by the Interprofessional Planning and Design Studio Ltd., and recorded among the Land Records of Prince George's County, Maryland, in Plat Book N.L.P. 131, folio 61.

State of Maryland
Prince George's County, To Wit.

I Hereby Certify, That the foregoing is a true copy of

Declaration of Covenants

taken from Liber 6825 at Folio 234 one of the Land Records of the State and County aforesaid.

In Testimony Whereof, I Hereto set my hand and affix the Seal of the Circuit Court for the State and County aforesaid, this 13th day of November 1987.

Clerk Ct. Ct. Pr. Geo Co. MD

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