WHISPERING WOODS

DECLARATION OF
COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as this "Declaration"), made this 19th day of November 1992, by LHIW-1 LAND INVESTORS LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland, having an address c/o Property Investments, Suite 213, 9811 Mallard Drive, Laurel, Maryland 20708-3143 (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of a parcel or parcels of land in Calvert County, Maryland, which shall be known as "Whispering Woods" (hereinafter referred to as "the Community");

WHEREAS, the Declarant intends to create on such real property a residential community of single family detached homes and common areas for the benefit of the owners of such homes; and

WHEREAS, the Declarant desires to reserve the right hereafter to subject additional land, together with the improvements thereon and the appurtenances thereto, to the operation and effect of this Declaration, thereby expanding the land, improvements and appurtenances which are hereby subjected thereto.

NOW, THEREFORE, Declarant hereby declares that the parcel or parcels of land described in Exhibit A (hereinafter referred to as "the Property"), shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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Section 1. "Annual Assessment" shall have the meaning ascribed to it by the provisions of Section 2 of Article VI herein.

Section 2. "Architectural Committee" means the entity so named and established under the By-Laws of the Association and charged with the responsibilities allocated to it under Article VIII.

Section 3. "Assessment" shall have the meaning ascribed to it in Section 1 of Article VI.

Section 4. "Assessment Lien" shall have the meaning ascribed to it in Section 9 of Article VI.

Section 5. "Association" shall mean and refer to Whispering Woods Homeowners Association, Inc., a Maryland corporation, its successors and assigns.

Section 6. "Board of Directors" means the board of directors of the Association.

Section 7. "Builder" means each person who acquires a Lot from the Declarant or another Builder, not to occupy it as a residence, but in the ordinary course of such person's business, to construct a dwelling on such Lot and sell or lease it to another person to occupy as such person's residence.

Section 8. "Common Areas" shall mean and refer to all portions of the Property (including all improvements thereon) owned by the Association or owned by the Declarant for future conveyance to the Association, including active and passive open space, non-tidal wetlands, buffer areas, private streets, islands within private or public streets, sidewalks, roadways and parking areas outside the boundary lines of any Lot, neighborhood identification signs, and real property or other facilities in which the Association acquires a right of use for the benefit of it and its members. The initial Common Areas to be conveyed to the Association are described in Exhibit B attached hereto, and hereby made a part hereof.

Section 9. "Community Plat" means all or part of any plats of the Community to the extent that all or a portion of the real property shown on such plats has been subjected to this Declaration, and any amendments thereto which are recorded in the Land Records in connection with an expansion of the Property in accordance with Article VII hereof or otherwise. As of the date hereof, portions of the plats prepared by Collinson, Oliff & Associates, Inc., dated November, 1990 and recorded in the Land Records in Liber A.B.E.3, at folios 259, 260 and 261, copies of which are attached hereto as Exhibit C, have been subjected to this Declaration.

Section 10. "Contract Lien Act" means the statute entitled "Maryland Contract Lien Act" which is codified as Subtitle 2, Title 14 of the Real Property Article of the Annotated Code of Maryland, as amended from time to time.

Section 11. "County" means Calvert County, Maryland.

Section 12. "Declarant" means the party hereinabove referred to as such, its successors and those assigns that are expressly granted the rights of the Declarant in conjunction therewith by virtue of a written instrument recorded in the Land Records.

Section 13. "Development Period" shall have the meaning ascribed to it by the provisions of Section 4 of Article V.

Section 14. "Dwelling" means a "dwelling" as that term is defined by the provisions of the zoning ordinance of the County, as such ordinance may be amended from time to time.

Section 15. "Land Records" means the land records of Calvert County, Maryland.

Section 16. "Landscape Maintenance Easement Areas" shall mean those portions of the Property described as such by the provisions of Section 1 of Article X hereof.

Section 17. "Lot" shall mean and refer to any plot of land now or hereafter shown as a lot on the Community Plat, together with all buildings and improvements thereon, excluding, however, all Common Areas.

Section 18. "Member" has the meaning ascribed to it by the provisions of Section 1 of Article V herein.

Section 19. "the Membership" means all of the Members.

Section 20. "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Common Areas, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

Section 21. "Mortgagee" means the person secured by a Mortgage.

Section 22. "Notice of Lien" shall have the meaning ascribed to it in Section 8 of Article VI.

Section 23. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers but excluding Mortgagees unless and until such Mortgagees acquire of record the Mortgagor's equity of redemption in such Lot.

Section 24. "person" means any natural person, trustee, corporation, partnership or other legal entity.

Section 25. "Property" means that parcel of land described in Exhibit A attached hereto and made a part hereof and such additions thereto as may hereafter be added thereto pursuant to the provisions of Article VII hereof.

Section 26. "Reserved Area" means any roadways designated on the Community Plat, as the same may be amended from time to time in accordance herewith, which roadways are reserved by the Declarant for dedication to the County or another governmental body for public use as a roadway.

Section 27. "Rules and Regulations" means the rules and regulations adopted by the Declarant or the Architectural Committee pursuant to the provisions of Article VIII or Article XIII, as from time to time amended.

Section 28. "Shared Driveway Easement Areas" shall mean those areas shown as such on the Community Plat and described in Section 7 of Article XII.

Section 29. "Special Assessment" shall have the meaning ascribed to it by the provisions of Section 2 of Article VI herein.

Section 30. "Statement of Lien" shall have the meaning ascribed to it in Section 9 of Article VI.

Section 31. "Stormwater Management Easement Area" and "Stormwater Management Access Easement Area" mean those areas shown as such on the Community Plat or shown on any easement plats recorded in the Land Records.

Section 32. "Structure" means anything which constitutes a "Structure" for purposes of the provisions of the zoning ordinance of the County; provided that, in addition, each of the following shall be deemed a Structure for purposes of the provisions of this Declaration:

(a) a Dwelling and any thing or device, the placement of which upon any Lot might affect the physical appearance thereof (including, by way of example rather than of limitation, any building, shed, covered patio, driveway, fountain, pool, paving, curbing, landscaping, antenna or receiving dish, clothes line, deck, skylight, fence or wall, screen doors, awnings, sign or signboard); and

(b) any excavation or fill, the volume of which exceeds ten (10) cubic yards; and

(c) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or the flow of any water in any natural or artificial stream, wash or drainage channel on or across any Lot.

Section 33. "Use" has the meaning as used in the provisions of the zoning ordinance of the said County; provided, that without limiting the generality of the foregoing provisions of this sentence, (a) any activity or purpose deemed by any governmental authority charged with enforcing such regulations to be a "Use" for purposes of such regulations, and (b) any purpose for which any Structure or land is used or occupied, and (c) any activity, occupation, business or operation carried on in a Structure or on any land, shall be deemed a "Use".

Section 34. "Working Capital Assessment" shall have the meaning ascribed to it by the provisions of Section 2 of Article VI.

ARTICLE II

RESIDENTIAL LOTS

Section 1. Number of Lots. As of the date hereof, the Property shall contain seven (7) residential lots ("Lots"). Each Lot shall be known by a number corresponding to the number shown with respect to it on the Community Plat. The Lots subjected to this Declaration are listed on Exhibit A.

Section 2. Number of Lots After Expansion. After any expansion of the Property pursuant to Article VII hereof, the Property shall contain the number of Lots which it contained before expansion plus the number of Lots subjected to this Declaration by an amendment hereto recorded in connection with such expansion.

Section 3. Location of Lots. The location, dimensions and configuration of each Lot within the Community are shown on the Community Plat.

ARTICLE III

PROPERTY RIGHTS

Section 1. Property Rights in and to Common Areas.

(a) The Declarant shall be entitled to convey to the Association the legal title to any or all of the Common Areas at any time hereafter, and/or to retain the legal title to the same until the Declarant has completed any improvements which the Declarant intends to make thereto, or until such earlier or later time as, in the Declarant's sole and absolute judgment, the Association is able to maintain the same in accordance with the provisions of this Declaration; provided, that the Declarant shall convey to the Association (i) the legal title to all of the Common Areas initially contained within the Property by no later than the date on which the Declarant or any Builder conveys to any person (other than the Declarant or a Builder) the legal title to any Lot, and (ii) the legal title to all of the Common Areas within any parcel of land hereafter added to the Property by an expansion thereof by not later than the date on which the Declarant or any Builder conveys to any person (other than the Declarant or any Builder) the legal title to any Lot within such expansion parcel.

(b) The title to the Common Areas to be conveyed to the Association, as aforesaid, shall be good and marketable, free and clear of encumbrances, and shall be conveyed in fee simple by a special warranty deed, all subject to and only to the operation and effect of

(i) each instrument and matter of record recorded among the Land Records before the recordation thereamong of this Declaration, and

(ii) each instrument or matter of the types enumerated in the provisions of Section 2 hereof which is then recorded among the Land Records.

(c) Except as permitted under Section 2 and Section 4 of this Article III, the Association shall not convey to any person the legal title to, or any easement, leasehold or other right of use or enjoyment in, any of the Common Areas, without the express written consent thereto of Members holding at least two-thirds (2/3) of the total number of votes then held by, respectively, each class of the Membership of the Association.

Section 2. Permitted Action by the Association. While the Association holds the legal title to any or all of the Common Areas, it may take any or all of the following actions upon approval of such action by the Board of Directors:

(a) make an express confirmatory conveyance to any Owner, including the Declarant, of such easements in and other rights with respect to the Common Areas as under the provisions of this Declaration are held by such Owner;

(b) grant, convey or dedicate to the County, the State of Maryland or to any one or more public or quasi-public governmental bodies, utility companies or cable television companies, any and all licenses, easements and/or rights-of-way in, over and through the Common Areas for the construction, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, ponds or pumping stations, water lines, electrical lines, telephone or television lines, gas lines, cable television lines and other similar facilities, all as the Association considers appropriate for the provision of any utility or utility service to the Property. Notwithstanding a grant, conveyance or dedication of any such license, easement or right-of-way, the land subject thereto shall remain a part of the Common Areas and the Association shall continue to maintain such land (except for any improvements thereon owned by the County, the State of Maryland or such public or quasi-public governmental body, such utility company or such cable television company) in accordance with the provisions of this Declaration or any easement agreement. Unless specifically provided to the contrary in such grant, dedication or conveyance, no improvements shall thereafter be constructed in those areas subject to such license, easement or right-of-way;

(c) grant a Mortgage pursuant to the provisions of Section 4 hereof;

(d) convey the legal title to, or any interest in, any or all of the Common Areas to or at the direction of any governmental or quasi-governmental authority either (i) through the condemnation thereof, or under threat of such condemnation (after which grant, conveyance or dedication, that portion of the Common Areas which is the subject of the same shall not be part of the Common Areas); or

(e) grant or reserve, by or to the Declarant for the benefit of any parcel of land which may be added to the Property or any portion thereof (whether or not it then or thereafter is part of the Property), an easement in, over and through the Common Areas for the construction, installation, use, operation, maintenance, repair and replacement of any facility or roadway.

Section 3. Maintenance of the Common Areas, Landscape Maintenance Easement Areas and Stormwater Management Easement Areas. The Association shall maintain the Common Areas, Landscape Maintenance Easement Areas and Stormwater Management Easement Areas and all of the improvements thereon, in good order, condition and repair. The Association shall also perform the duties required of the "Covenanter" pursuant to the Inspection and Maintenance of Private On-Site Stormwater Management Facility Agreement - Declaration of Covenants with the County from and after the end of the Development Period. All roads, streets, curbs and gutters and islands contained within any rights-of-way within or adjacent to the Property shall be dedicated to the County or other governmental authority for public use and thereafter maintained by the said County or other governmental authority. If the County or the State agrees to allow the Association, at the Association's request, to landscape the islands in the rights-of-way in accordance with County or State requirements as to sight distance, the Association shall be responsible for landscaping those areas.

Section 4. Control of the Common Areas. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, the Association (a) may borrow money to improve the Common Areas and Landscape Maintenance Easement Areas in accordance with the provisions of this Declaration, and secure its repayment by subjecting any or all of the Common Areas which it owns to the lien of a mortgage or deed of trust; provided that, if there is a default under the mortgage or deed or trust the mortgagee's or beneficiary's remedies on account of such default shall be limited to those of (i) taking possession of the property covered thereby, (ii) thereafter charging admission or other fees as a condition to the continued use thereof by the Owners, and (iii) if necessary and if not prohibited by applicable law, opening the enjoyment thereof to the general public or any segment thereof until such debt is satisfied; and (b) may adopt reasonable rules and regulations in accordance with Article XII hereof governing the use of the Common Areas by Owners, their family members and guests or any other person.

Section 5. Management. The Association may enter into any agreement with a reputable professional management company for such company to provide management services to the Association, so long as such agreement

(a) expressly provides that either party thereto may terminate such agreement on thirty (30) days prior notice without cause at any time and without payment of a termination fee; and

(b) is for a term of not longer than one (1) year; provided that such agreement may contain provisions for a single renewal term not exceeding one (1) year in length. The Association shall not effectuate any decision by it both (i) to terminate any such management agreement, and (ii) thereafter to

assume or undertake the management of the Common Areas without utilizing or employing professional management services, without obtaining each first Mortgagee's prior written approval thereof.

Section 6. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and rules and regulations of the Association, his right of enjoyment to the Common Areas to the members of his household, his tenants or contract purchasers who reside on the Lot.

ARTICLE IV

INSURANCE AND CASUALTY LOSSES

Section 1. Types of Insurance Maintained by Association. The Board of Directors shall have the authority to and shall obtain

(a) insurance on all insurable improvements on the Common Areas and Landscape Maintenance Easement Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction; and

(b) flood insurance on all insurable improvements in the Common Areas if any such improvements are located in a Special Flood Hazard Area on the Flood Insurance Rate Map, in the amount of the lesser of (i) the full insurable value of the improvements, or (ii) the maximum coverage available under the appropriate National Flood Insurance Administration Program; and

(c) a commercial general liability insurance policy covering the Association, its officers, directors and managing agents, against bodily injury and property damage having at least a One Million Dollar ($1,000,000.00) limit per total claims that arise from the same occurrence; and

(d) workers' compensation insurance, if and to the extent required by law; and

(e) fidelity bond or bonds covering all directors, officers, employees and other persons handling or responsible for the funds of the Association when such funds exceed $10,000, in an amount equal to the maximum amount that will be in the custody of the Association while the bond is in force if such insurance is available at commercially reasonable rates and if a majority of the controlling class votes are in favor.

Section 2. Premiums For Insurance Maintained by Association. Premiums for all insurance and bonds required to be carried under Section 1 hereof or otherwise obtained by the Association on the Common Areas or Landscape Maintenance Easement Areas shall be an expense of the Association, and shall be included in the Annual Assessments.

Section 3. Damage and Destruction of Common Areas or Landscape Maintenance Easement Areas.

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Areas or Landscape Maintenance Easement Areas, the Board of Directors, or any agent hired by the Board of Directors for such purpose, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to insurable improvements on the Common Areas or Landscape Maintenance Easement Areas shall be repaired or reconstructed unless at least sixty-seven percent (67%) of the Members of the Association vote within ninety (90) days after the casualty not to repair or reconstruct, and at least fifty-one percent (51%) of the first Mortgagees of all Lots have given their prior written approval not to rebuild.

(c) If, in accordance with subsection (3)(b) above, the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the Members, then and in that event the damaged Common Areas and Landscape Maintenance Easement Areas shall be restored to their natural state and maintained as an undeveloped portion of the Common Areas and Landscape Maintenance Easement Areas by the Association in a neat and attractive condition.

Section 4. Repair and Reconstruction of Common Areas and Landscape Maintenance Easement Areas. If any improvements on the Common Areas or Landscape Maintenance Easement Areas are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors, without the necessity of a vote of the Members, shall levy a Special Assessment against all Owners in order to cover the deficiency in the manner provided in Article VI hereof. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. Association Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Classes of Voting Membership. During the Development Period, the Membership shall be comprised of the Class A Membership and the

Class B Membership. The Class A Membership shall consist of all of the Members other than the Declarant and any Builder and the Class B Membership shall consist of the Declarant and any Builder. After the Development Period, the Membership shall be all of one class, consisting of all of the Members.

Section 3. Number of Votes.

(a) During the Development Period each Class A Member, and thereafter each Member,

(i) who alone is the Owner of a Lot shall be entitled to cast one vote in the Association's affairs for each such Lot; or

(ii) who with any other person is the Owner of a Lot shall, jointly with such other persons, be entitled to cast one vote in the Association's affairs for each such Lot (which vote shall be exercised as such persons determine among themselves, provided that in no event may such persons cast fractional votes or cast with respect to any such Lot more than one such vote).

(b) During the Development Period, the Class B Members shall be entitled to cast three (3) votes in the Association's affairs for each vote which they would be entitled to cast, were they Class A Members at such time.

(c) Each Builder shall be conclusively presumed by its having accepted the conveyance of the title to a Lot from the Declarant or another Builder to have given the Declarant an irrevocable and exclusive proxy entitling the Declarant to cast all of the votes of the Builder and to have agreed that such proxy is coupled with an interest.

Section 4. Commencement and Termination of Development Period. The Development Period shall consist of the period commencing on the Effective Date (defined in Section 3 of Article XIV) and terminating on the earlier to occur of (a) the date on which the total number of votes held by the Class A Membership becomes equal to or greater than the total number of votes held by the Class B Membership, or (b) five years after the date on which the first Lot is conveyed to anyone other than the Declarant or a Builder; provided that if the Community is expanded pursuant to Article VII hereof, the outside date for the end of the Development Period shall be ten (10) years after the date on which the first Lot is conveyed to anyone other than the Declarant or a Builder. In the event of annexation of additional property by Declarant, the Class B membership shall be revived and Declarant and each Builder shall again be entitled to three (3) votes for each Lot owned by them; provided that the Class B membership shall cease and be converted to a Class A membership on the date when the total votes outstanding in the Class A membership for the Property and the additional property annexed thereto exceed the total votes outstanding in the Class B membership.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Right to Levy Assessments. The Association shall obtain funds to pay its current or capital expenses incurred in performing its obligations under the provisions of this Declaration, and to create adequate reserves for the maintenance, repair and replacement of those portions, if any, of the Common Areas and Landscape Maintenance Easement Areas which must be replaced on a periodic basis, and for the payment of its future such expenses, by from time to time levying an assessment (each of which is hereinafter referred to as an "Assessment") against each Owner and his respective Lot, all upon the terms, for the purposes and subject to the conditions that are set forth in the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

Section 2. Classes of Assessments.

(a) The Assessments shall consist of Annual Assessments, Special Assessments and a Working Capital Assessment.

(b) (i) The proceeds of Annual Assessments may be used by the Association to defray any cost incurred by it in accordance with, or for any other purpose permitted by, applicable law, the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

(ii) The proceeds of any Special Assessment shall be used by the Association to defray any cost incurred by it either in constructing, reconstructing, repairing, replacing or improving any of the Common Areas or Landscape Maintenance Easement Areas or as a result of any expansion of the Property pursuant to the provisions of Article VII hereof or any extraordinary expense incurred by the Association.

(iii) Each Owner initially acquiring title to a Lot from a Builder or the Declarant shall, in addition to any and all Annual and Special Assessments, pay to the Association at the time of the transfer of such title, a Working Capital Assessment as a contribution to the initial working capital of the Association equal to at least two (2) times the then applicable monthly installment of the Annual Assessment for such Lot. Any amounts paid as a Working Capital Assessment shall not be considered as advance payments of any Annual Assessments.

Section 3. Period of Assessments and Commencement of Assessments. Each Annual Assessment shall be levied for each calendar year during which this Declaration remains in effect; provided, that the initial assessment year shall commence on the date on which legal title to the first Lot is conveyed to a person other than the Declarant or a Builder, and shall terminate on the thirty first (31st) day of December next succeeding such date. Not more than one Annual Assessment shall be levied against a Lot for any assessment year.

Section 4. Allocation of Assessments Among Lots.

(a) The respective amounts of any Annual Assessment or Special Assessment for each Lot shall be equal.

(b) If during an assessment year the Property is expanded,

(i) the Association shall be deemed, automatically and without the necessity of further action, to have levied against any Lot newly subjected to this Declaration for such assessment year each Assessment which the Association has levied against the existing Lots for such assessment year, except as may be limited by the provision of Section 4(b)(ii) of this Article VI; and

(ii) the respective amount of each such Assessment shall be determined in accordance with the foregoing provisions of this Section but shall then be reduced based upon the number of days remaining in such assessment year as of the date of such expansion.

(c) Anything to the contrary contained herein notwithstanding, (i) no assessment may be levied against any Lot owned by the Declarant and (ii) any assessment levied against any Lot owned by a Builder shall be in an amount equal to twenty-five percent (25%) of the amount which the Assessment would otherwise be if another person were the Owner until the earlier to occur of (A) the date on which such Lot ceases to be owned by the Builder, or (B) the issuance by the County of a certificate of occupancy for the Dwelling hereafter constructed on the Lot.

Section 5. Adoption by Board of Directors; Notice of Assessment; When Assessments are Due and Payable.

(a) By no later than the thirtieth (30th) day before an assessment year commences, the Board of Directors shall adopt a budget for the Association setting forth (i) the aggregate amount of the Annual Assessments to be levied, and (ii) the respective amount of the Annual Assessment to be levied against each Lot. By not later than the fifteenth (15th) day before such assessment year commences, the Association shall provide a copy of such budget to each Owner at its notice address. The Association's failure to take any such action by the time set forth hereinabove for taking the same shall not invalidate such action if taken later, but until such action is taken each Member shall pay to the Association on account of the Annual Assessment for the next assessment year, on the date or dates on which such Annual Assessment would have been due had the Association taken such action before such date, an amount equal to the Annual Assessment for the preceding assessment year (or the initial installment thereof, if such Annual Assessment was payable in installments).

(b) If the Board of Directors so authorizes, any Assessment may be paid to the Association in monthly or other installments in accordance with a schedule determined by the Board of Directors.

(c) Annual Assessments (or the initial installment thereof, if payable in installments) shall be due on the first (1st day of the assessment year without the necessity of further action by the Association (and any subsequent installments thereof shall be due on the respective dates set forth in such schedule). Special Assessments shall be due on such date as is set forth in the resolution authorizing the Special Assessments.

(d) Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, if a Lot is exempt from such levy at the commencement of an assessment year but during such assessment year becomes eligible for such levy, the Assessment thus levied shall be due on the later of (i) the date on which such Assessment would have been due were such Lot part of the Property at the commencement of such assessment year, or (ii) the date on which such Lot becomes eligible for such levy.

(e) Except as provided in Section 4 of Article IV, the Board of Directors may levy a Special Assessment only in accordance with Section 6 hereof.

Section 6. Limitations on Certain Assessments.

(a) Without Membership's Approval. Except as provided in subsection (b) of this Section 6, the Association may not levy against any Lot any Annual Assessment or Special Assessment in an amount which,

(i) for the initial assessment year, exceeds Two Hundred Fo Dollars ($ 240.00); or

(ii) for any assessment year thereafter, exceeds one hundred ten percent (110%) of the maximum amount permitted to be levied as an Annual Assessment for the immediately preceding assessment year.

(b) With Membership's Approval.

(i) The Association may levy against each Lot for an assessment year an amount which exceeds the maximum amount permitted under subsection 6(a) above only after having been authorized to do so by two-thirds (2/3) of the votes cast on such question by those Members of each class of Membership who are present and voting on such question at a Membership Meeting held in accordance with the following provisions of this subsection 6(b).

(ii) The Association shall send to each Member at its notice address a written notice of the date, time and place of any Membership Meeting at which such question is to be considered by not later than the twentieth (20th) day and not more than the ninetieth (90th) day before such date. The presence at such date, time and place, in person or by proxy, of Members holding at least sixty percent (60%) of the total number of votes then held by, respectively, each class of the Membership shall be required to constitute a quorum for such Membership Meeting. If such quorum does not exist thereat, the Association may call another Membership Meeting for such purpose for a date not more than sixty (60) days after the first said date, by

sending to each Member at its Notice Address a written notice of the date, time and place thereof in the same manner as that set forth hereinabove. The presence at such date, time and place, in person or by proxy, of Members holding at least thirty percent (30%) of the total number of votes then held by, respectively, each class of the Membership shall be required to constitute a quorum for such Membership Meeting.

Section 7. Owners' Personal Liability for Assessments.

(a) Each Owner shall be personally liable for payment of each Assessment that becomes due for a Lot while he is its Owner. An Owner may not avoid such liability by waiving any right to use the Common Areas and Landscape Maintenance Easement Areas or other rights that he holds under the provisions of this Declaration or otherwise, abandoning or otherwise terminating his use of such Lot, or conveying the title to such Lot after the same becomes due.

(b) An Owner shall not be personally liable for payment of any Assessment which becomes due for a Lot before he becomes its Owner or after he ceases to be its Owner.

Section 8. Notice of Assessment Lien. At any time within two (2) years after an Assessment is levied against a Lot and before it is paid in full to the Association, the Association may give notice to the Owner (by certified mail, return receipt requested) of the Association's intent to create a lien against the Lot (hereinafter referred to as a "Notice of Lien"). The form of the Notice of Lien shall comply with the requirements of the Contract Lien Act.

Section 9. Recordation of Assessment Lien.

(a) The Association may execute and record among the land records of the County, in accordance with the provisions of section 14-203 of the Contract Lien Act, a statement (hereinafter to as a "Statement of Lien") for such Assessment and any interest accruing thereon. The form of such Statement of Lien shall be sufficient, so long as it constitutes a "statement of lien" for purposes of the provisions of the Contract Lien Act.

(b) Each Assessment levied against a Lot and any interest accrued thereon, any late fees assessed thereon, and any expenses payable pursuant to subsection 9(d) of this Article VI shall be a lien (herein referred to as an "Assessment Lien") upon the title to such Lot, from the time when a Statement of Lien for such Assessment is so recorded, until such Assessment, is paid in full.

(c) An Assessment Lien shall be subordinate to the lien of any Mortgage covering the Lot against which such Assessment Lien is imposed, if and only if such Mortgage is recorded among the land records of the County before a Statement of Lien imposing such Assessment Lien is recorded thereamong.

(d) An Assessment Lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree. In any action to enforce or foreclose an Assessment Lien, the Association shall also be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by the Association in establishing, enforcing, recording and foreclosing such Assessment Lien.

(e) No action may be brought to foreclose upon an Assessment Lien or otherwise to recover an Assessment, unless it is brought on or before the third (3rd) anniversary of the date on which a Statement of Lien is recorded against the Lot.

Section 10. Interest on Unpaid Assessments. Each Assessment (or installment thereof, if payable in installments) shall bear interest on its unpaid balance from the thirtieth (30th) day after it becomes due, until paid, at the lesser of (a) the rate of fifteen percent (15%) per annum, or (b) the highest rate from time to time permitted by applicable law to be charged upon the same, which interest shall automatically be deemed a part of such Assessment.

Section 11. Recovery of Unpaid Assessments. The Association shall be entitled to recover in an action at law or in equity, from the Owner liable for payment of any or all of an Assessment, and without waiving the Assessment Lien therefor, a money judgment for such Assessment and any and all interest accrued thereon through the date of such recovery, and costs incurred by the Association in obtaining such recovery (including, without limitation, reasonable attorneys' fees).

Section 12. Certificate as to Payment of Assessments. The Association, upon written request, shall promptly deliver to the Owner or Mortgagee of a Lot a certificate signed by an officer of the Association, setting forth whether all Assessments then due and payable against the Lot have been paid. Any such certificate shall be conclusive evidence of the payment of Assessments stated to have been paid in the certificate. The Board of Directors may establish reasonable fees for the processing of these certificates in accordance with Article XIII hereof.

Section 13. Exempt Property. The Common Areas and all Lots Owned by the Association or property dedicated to and accepted by a local public authority and all properties owned by a charitable or nonprofit organization exempt by reason of such ownership from taxation by the laws of the State of Maryland shall be exempt from Assessments created herein. No Lot devoted to dwelling use shall be exempt from said Assessments by reason of the provisions of this Section 13.

ARTICLE VII

EXPANSION OF THE PROPERTY

Section 1. Reservation of Right. The Declarant hereby reserves the right for a period of seven (7) years from the Effective Date, which right shall be exercisable at its sole discretion, to expand the Property from time to time by subjecting to the operation and effect of this Declaration, and thereby add to the Property, all or any portion or portions of any one or more of those parcels of land described in Exhibit D hereto, together with all improvements, rights, alleys, ways, waters, privileges, appurtenances and advantages.

Section 2. Effective Date of Expansion. Any such expansion shall be accomplished by, and become effective upon and only upon, the amendment of this Declaration by the recordation among the land records of the County of an appropriate amendatory instrument (or instruments) which

(a) sets forth a legal description of each parcel of land added to the Property by such expansion;

(b) expressly subjects the same to the operation and effect of this Declaration;

(c) if the parcel being added to the Property has been subdivided into Lots, a subdivision plat which designates the Lots and the Common Areas for purposes of this Declaration and designates such plat (if such plat is other than the original Community Plat) as an amendatory plat to the Community Plat for purposes of this Declaration; and

(d) may designate additional land as Landscape Maintenance Easement Areas.

Section 3. Easement Rights. Any parcel of land added to the Property pursuant to the provisions of this Article, upon such addition, shall be subject to all of the easements provided in Article XII, if applicable, and such additional easements as may be set forth in the amendment to the Declaration or subdivision plat covering such parcel.

Section 4. Subjection to Declaration. Upon any such expansion, the title to each expansion parcel or portion thereof which is thereby added to the Property shall be and thereafter remain subject to the operation and effect of the provisions of this Declaration, except as varied in accordance with the provisions of Section 3 hereof.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Architectural Control.

(a) No land may be cleared or graded and no Structure may be commenced, constructed, erected, placed, maintained or permitted to remain on a Lot, and no Structure existing on a Lot may be altered in any way (including (i) exterior painting and (ii) interior painting or other modifications which are visible from the exterior thereof) which materially changes the exterior appearance thereof, and no Use may be commenced on a Lot, unless prior thereto plans and specifications therefor, and a description of any such use (herein referred to collectively as "Plans"), have been submitted to and approved in writing by the Declarant, until such time as the Declarant owns no more property that is either subject to this Declaration or available to be added to the Property through an expansion in accordance with the provisions of Article VII, and thereafter, by the Architectural Committee, if any.

(b) Such Plans shall (i) designate by reference to the Community Plat the Lot for which such Plans are submitted; (ii) include a plan of each such Lot showing the nature, exterior color scheme, kind, shape, height, materials and location (both with respect to each such Lot and with respect to Structures located on adjoining portions of the Community) of all Structures then existing or proposed by such Plans to be placed thereon, any existing or proposed front, rear and side setbacks from such Structures, and the location of any existing or proposed parking spaces and driveways upon such Lot; (iii) include a site plan drawn to one-quarter inch (1/4") scale showing all exterior elevations; and (iv) be in such form and contain such other information as is required by the Declarant or the Architectural Committee, as the case may be.

Section 2. Architectural Committee. At such time as the Declarant has sold the last Lot that Declarant owns in the Community or that is part of the Future Parcels still available to be added to the Property through an expansion in accordance with the provisions of Article VII, an Architectural Committee may be established, the members of which shall be selected pursuant to the By-Laws. The purposes of the Architectural Committee shall be to (a) establish reasonable standards for the development of the Lots and the construction and/or installation of Structures upon Lots, (b) to review and approve Plans for the development of the land and the construction and/or installation of Structures upon Lots prior to their installation and/or construction to assure that the Structures comply with the standards promulgated by the Architectural Committee or, if no standards for such Structures have been promulgated, to assure that the Structures constructed and/or installed on a Lot are in conformity with Plans approved by the Architectural Committee.

Section 3. Certain Rules and Regulations, Statements of Policy and Criteria.

(a) The Declarant or the Architectural Committee, as the case may be, may adopt (i) certain rules and regulations governing the form and content of any Plans to be submitted to the Declarant or the Architectural Committee for its consideration, and (ii) a statement of policy and design criteria with respect to its approval or disapproval of the architectural styles or details, or other matters, reflected in such Plans and (iii) a reasonable fee or charge to be paid to the Declarant or the Architectural Committee and/or its designee for the processing of such Plans and their review by a professional architect or other professional consultant, the payment of which shall be a condition of the obligation of the Declarant or the Architectural Committee to process such Plans.

(b) Such rules and regulations and statement of policy may be amended, modified or revoked from time to time by the Declarant or the Architectural Committee in its sole discretion.

(c) The inclusion or omission of any matter in or from, or the amendment of, any of such rules and regulations or statement of policy shall not be deemed to bind the Declarant or the Architectural Committee to approve or disapprove any Plans or to constitute a waiver of the exercise of the Declarant's or the Architectural Committee's discretion as to any such matter; provided, that no such amendment or revocation shall affect the finality of any such approval granted before such amendment or revocation.

Section 4. Basis for disapproval.

(a) The Declarant or the Architectural Committee may disapprove any Plans submitted to it whenever, in its opinion, any of the following circumstances exist:

(i) such Plans, or any Structure or Use covered by such Plans, are not in accordance with the provisions of this Declaration, or of the said Rules and Regulations and statements of policy;

(ii) such Plans do not contain information which the Declarant or the Architectural Committee may reasonably require to be contained therein;

(iii) any Structure covered by such Plans is incompatible with any Structure on or Use of any Lot, due to the former's exterior design, height, bulk, shape, color scheme, finish, style of architecture, configuration, appearance, materials, location or relative cost;

(iv) any Use covered by such Plans is incompatible with any Structure on or Use of any Lot;

(v) the existence, size, configuration or location of any parking area proposed for such Lot is incompatible with, or insufficient,

inadequate or inappropriate in relation to, any existing or proposed Use or Structure on such Lot or elsewhere within the Community; and

(vi) any other set of circumstances which, in the reasonable judgment of the Declarant or the Architectural Committee, would render any Structure or Use which is the subject of such Plans inharmonious with the general plan of development of the Community.

(b) (i) If the Declarant or the Architectural Committee disapproves any Plans or approves them only upon the satisfaction of any specified condition requiring the modification of such Plans or the taking of any other action, it shall immediately notify the applicant thereof in writing, and shall furnish with such notice a statement of the grounds on which it was based.

(ii) If the Declarant or the Architectural Committee approves any Plans without conditioning such approval on the satisfaction of any such condition, it shall immediately notify the applicant thereof in writing.

(iii) Unless the Declarant or the Architectural Committee, by written notice to the applicant, disapproves any Plans submitted to it or approves them only upon the satisfaction of any specified condition, as aforesaid, within thirty (30) days after such Plans are submitted to it, it shall conclusively be deemed for all purposes of this Declaration to have approved such Plans unconditionally for the Lot for which they were so submitted.

Section 5. Effect of approval. The Declarant's or the Architectural Committee's approval of Plans or any phase thereof for any Lot for which such Plans are submitted to it shall not constitute a waiver of its right, in its sole discretion, to disapprove such Plans or any subsequent phase thereof, or any of the features or elements included therein if such subsequent phases thereof are (a) inconsistent with the criteria for such phase, or (b) if such Plans are subsequently submitted to it for any other Lot; but as to any Lot for which such Plans or phase thereof are so approved, such approval shall be final and irrevocable.

Section 6. Inspection of Lots. Any agent of the Declarant or the Architectural Committee may at any reasonable time enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Lot or Structure, and any Use thereof, are in accordance with the provisions hereof, and neither the Declarant nor the Architectural Committee nor such agent shall be deemed to have committed any trespass or other wrongful act by reason of such entry or inspection.

Section 7. Certificate of compliance and approval.

(a) After the completion on a Lot of the construction or alteration of any Dwelling or other Structure, or the commencement of any Use

thereon, the Declarant or the Architectural Committee shall, on written request by the Owner or any Mortgagee thereof, issue a certificate in a form suitable for recordation among the Land Records,

(i) identifying such Lot and such Structure or Use; and

(ii) stating that the Declarant or the Architectural Committee has approved Plans covering such Structure or Use in the manner set forth in the provisions of this Article, and believes that such Structure or Use complies therewith.

(b) The Declarant or the Architectural Committee may charge such Owner a reasonable fee for the issuance of such certificate, the payment of which at the time of the request for such certificate shall be a condition to its obligation hereunder to issue the same.

(c) Such Owner shall bear the cost of recording such certificate among the Land Records.

Section 8. Removal. If any land is cleared or any Structure is altered, erected, placed or maintained on any Lot other than in accordance with Plans approved in accordance with this Article, such action shall be deemed to be a violation of the provisions of this Article and, within ninety (90) days after the Association gives written notice thereof to its Owner, such land shall be restored to its condition prior to such action or such Structure shall be removed or restored to its condition prior to such action, and/or such use shall cease, so as to terminate such violation. If within ninety (90) days after having been given such notice, the Owner has not terminated such violation, a designated agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Owner shall be personally liable to the Association for any and all reasonable expenses incurred by the Association in taking such action, to the same extent as he is liable for an Assessment levied against such Lot, and, upon the failure of the Owner to pay such cost within ten (10) days after such Owner's receipt of written demand therefor from the Association, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an Assessment Lien.

Section 9. Liability. Neither the Declarant nor the Architectural Committee, as the case may be, nor any member of the Architectural Committee shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development of any property within the Community.

Section 10. Compliance with Laws. Notwithstanding anything to the contrary contained herein, all land shall be cleared and all Structures shall be constructed or erected only in accordance with any federal, state and

County laws, regulations and policies. The approval of Plans for such Structures by the Declarant or the Architectural Committee and/or any professional architects to whom such Plans are submitted by the Declarant or the Architectural Committee, shall not be deemed to constitute approval thereof with respect to conformity with laws, regulations, codes, ordinances or policies.

ARTICLE IX

RESTRICTIONS

Section 1. Absolute prohibitions.

(a) Subject to the operation and effect of the provisions of subsection (b),

(i) no Lot shall be devoted to a principal Use other than a residential Use; provided, however, that an acceptable secondary use for a house can be a home-based business or practice that can be contained within the house;

(ii) no Lot or Dwelling may be used for transient or hotel purposes;

(iii) no trailer, basement, tent, shack, garage, barn, other outbuilding or other Structure of a temporary character located on any Lot shall be used as a residence;

(iv) no Structure shall be placed upon a Lot wherein any first floor or basement level is constructed less than one foot above the flood plain elevation;

(b) Nothing in the provisions of this Declaration shall be deemed in any way to prohibit the use by the Developer or any Builder, and their respective agents, employees, officers, contractors and invitees, of the improvements on each Lot of which the Developer or a Builder is then the Owner (i) as offices or as speculative or sample dwellings in connection with its sale or leasing of any Lot, or (ii) in any other manner, unless any other person would, were he the Owner thereof, be prohibited or restricted in the same manner.

(c) No Dwelling may be constructed on any Lot unless the Dwelling contains a garage and the finished living area of such Dwelling exclusive of basements, garages, porches, decks and balconies contains (i) for a one-story Structure at least 1,800 square feet, (ii) and for structures of two or more stories, at least 2,100 square feet.

(d) There shall be no discharge of firearms for recreation or hunting on any portion of the Community (including, without limitation on any public streets within the Community).

(e) No dogs shall be allowed in the Community unless (i) the dogs are controlled by leashes when not on the property of their Owner(s) or (ii) the dogs on their Owners' property are confined by fences, either visible or invisible, or are on lines or leashes within the property.

Section 2. Uses prohibited without approval by the Architectural Committee. Subject to the foregoing provisions of this Article, and unless the same has been approved in the manner set forth in the provisions of Article VIII and is in accordance with the County laws, regulations and policies,

(a) no (i) house trailer, trailer, tractor trailer or other truck, boat, boat trailer, camper or recreational vehicle or any similar item, and (ii) (unless current and valid license plates are affixed thereto) automobile, shall be temporarily stored in any area that is visible from the street or in any shared driveway area on any Lot or on any street or parking area within the Community;

(b) no automobile shall be permanently stored or repaired in any area visible from the street or in any shared driveway area on any Lot or on any street or parking area within the Community;

(c) no machinery shall be placed or operated on any Lot, except for such machinery as is customarily utilized in occupying a private residence;

(d) no lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot; provided, that building materials being utilized in the initial construction, reconstruction or repair of any Structure in accordance with the provisions of Article VIII may be stored thereon while such activities are being carried on. All containers or equipment for the storage or disposal of rubbish, trash, garbage and other waste shall be kept in a clean and sanitary condition;

(e) no living tree having a diameter of six inches or more, as measured at a point two feet above the ground level, shall be removed from any Lot, it being the express intent of this restriction that any improvements upon a Lot be constructed in a natural, wooded setting;

(f) no chain link fence shall be erected or maintained on any Lot;

(g) no fence or wall shall interfere with any underground or surface drainage structure, pipe or ditch;

(h) no fence or wall shall be located within the area lying between the front boundary line of a Lot and any Structure on such Lot;

(i) no livestock or poultry (except for riding horses, which may be kept on Lots at least 2.5 acres in size) shall be raised, bred or kept on any Lot, either temporarily or permanently;

(j) no trees, shrubs or other plantings shall be planted or otherwise maintained in any public right-of-way adjacent to a Lot.

(k) no sign of any kind shall be displayed to the public view on any Lot except (i) one (1) sign of not more than five (5) square feet advertising the property for sale or rent, (ii) signs used by the Declarant or any Builder to advertise the Property during the construction and sales period, (iii) signs erected or owned by or on behalf of the Association on any Lot, or at the entrance to the Property which identify the development or neighborhood, or (iv) signs permitted by law for any home-based business permitted by the terms of this Declaration.

Section 3. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, no odors, noise or light shall be permitted to emanate therefrom, and no condition shall be maintained thereon, so as to render any Lot or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to any of the Community, any occupant thereof or any property.

Section 4. Repair of Structures. Each Owner shall at all times keep his Lot and the exterior of all Structures thereon in good condition and repair and adequately painted or otherwise finished, in accordance with the provisions hereof and the Rules and Regulations adopted by the Architectural Committee from time to time.

Section 5. Corner Lots. All Dwellings on corner lots shall be situated so that the front of the Dwelling faces the corner (cater-corner on the Lot) and shall have garage entrances on the side or the back of the Dwelling unless a waiver is obtained from either the Declarant or the Architectural Committee, as applicable.

Section 6. Owner's Insurance. Each Owner shall be required to carry insurance on all interior improvements within his home, including insurance on the interior structural components and mechanical systems in the home, and on the structural exterior components of the home to the extent such insurance is not required to be carried by the Association pursuant to Section 1 of Article IV. Immediately after any damage or destruction by fire or other casualty to all or any improvements on a Lot the Owner shall proceed with the filing and adjustment of all claims arising under the fire and extended insurance required to be maintained by the Owner, and shall promptly repair and restore any such improvements to substantially the same condition in which they existed prior to such damage or destruction.

Section 7. Landscaping. Except for patios, walkways, vegetable or flower gardens (including displays of wildflowers properly attended), hedges and trees, which shall be neatly maintained, all unimproved open areas on any Lot shall be maintained as lawns, which shall be kept mowed to a height not exceeding eight (8) inches, or in a natural wooded state. Any Lots, owned by any person other than the Declarant, which have not been improved with a Dwelling by the later to occur of (a) six months from the conveyance thereof to an Owner other than the Declarant, or (b) one year from the Effective Date,

shall be graded, seeded or sodded and maintained and mowed until construction of the Dwelling commences. Any Lot the rear of which is adjacent to a public road shall be properly screened from the roadway with hedges and other shrubbery.

Section 8. Right of Entry. The Association and the Declarant shall each have the right to enter on any Lot and cure any violation of the provisions of this Article, all provided that the Owner of such Lot is given ninety (90) days' prior written notice of such action. In such event, such Owner shall pay to the Association the amount of any and all reasonable expenses incurred by the Association in taking such action within ten (10) days after such Owner's receipt of written demand therefor from the Association, and, upon the failure to pay such expenses, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an Assessment Lien.

Section 9. Sales and Other Offices. Anything to the contrary contained in this Declaration notwithstanding, real estate sales, construction and management offices and builder's storage areas may be erected, maintained or operated on any Lot or on any portion of the Common Areas, provided that the prior written approval of the Declarant in its sole and absolute discretion is first obtained and further provided that such offices are used solely in connection with the initial development of the Property or the land which, under the provisions hereof, may be added to the Property.

Section 10. Additional Rules and Regulations. The Owners shall comply with all rules or regulations adopted or amended by the Board of Directors, pursuant to Article XIII of this Declaration, pertaining to the use of Lots or Common Areas. Such rules and regulations adopted pursuant to Article XII may relate to the use or storage of motor homes, trailers, campers, boats and commercial vehicles; the erection and maintenance of clothes lines, fences, awnings, fireplaces, grills, decks, patios, lawn ornaments, swimming pools, play equipment, exterior lighting, television antennas and satellite dishes; or such other uses or structures which the Board of Directors deems reasonably appropriate.

ARTICLE X

LANDSCAPE MAINTENANCE EASEMENT AREAS

Section 1. Fencing, Plantings, Neighborhood Identification Signs. The Declarant may, but is not obligated to, install fencing, plantings and neighborhood identification signs in those locations designated on the Community Plat or on the Sign Easement Plat recorded in the Land Records of the County at Liber 635, folio 218, in such quantities and at such locations as the Declarant deems appropriate, all in accordance with this Declaration. In every instance where the Declarant makes such installations, the area in which such installations have been made and an area extending five (5) feet on all sides of such area shall be part of the Landscape Maintenance Easement Areas. The Association shall have and is hereby granted the benefit

of a perpetual and exclusive easement (subject only to the easement hereafter granted to certain Owners) for the installation, maintenance, repair and replacement of grass, trees, shrubbery, flowers, lighting, signage and fencing, over and upon each Landscape Maintenance Easement Area now or hereafter constituting a part of the Property (the "Landscape Maintenance Easement").

Section 2. Exercise of Landscape Maintenance Easement. Any work performed on the Landscape Maintenance Easement Areas (including by way of example rather than of limitation, the installation, maintenance, repair and replacement of grass, trees, shrubbery, lighting, signage and fencing) shall be performed in a good and workmanlike manner, only in accordance with all applicable laws, ordinances, rules and regulations of each governmental entity having jurisdiction over such activities.

ARTICLE XI

RIGHTS OF MORTGAGEES

Section 1. General.

(a) Regardless of whether a Mortgagee in possession of a Lot is its Owner, (a) such Mortgagee in possession shall have, all of the rights under the provisions of this Declaration, the recorded subdivision plat, the Articles of Incorporation, the ByLaws and applicable law which would otherwise be held by such Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (b) the Association and each other Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in possession as if it were the Owner thereof.

(b) Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Owner; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee on account of any failure by such Owner to satisfy any of the same.

Section 2. Rights of First Refusal. Any Mortgagee shall be exempt from any right of first refusal or similar restriction held by the Association, to and only to the extent that it arises under the provisions of this Declaration, the Articles of Incorporation or the By-Laws.

Section 3. Priority over Assessment. A Mortgagee's interest in a Lot under its Mortgage shall be

(a) free of any claim or lien for any Assessment levied against such Lot before such Mortgage is recorded among the land records of the County (unless before such recordation a Statement of Lien covering such Assessment is recorded among the land records of the County), other than any claim for a

pro rata share of the amount represented by such Assessment which results from any pro rata reallocation of such Assessment among all of the Lots, including such Lot; and

(b) free of any such claim or lien arising after such recordation of such Mortgage.

Section 4. Inspection; Statement and Notice. A Mortgagee shall, upon written request to the Association, be entitled to

(a) inspect the Association's books and records during normal business hours;

(b) receive an annual financial statement of the Association within ninety (90) days after the end of any fiscal year of the Association;

(c) be given timely written notice of all meetings of the Membership, and designate a representative to attend all such meetings;

(d) be given timely written notice of the occurrenee of any substantial damage to or destruction of the Common Areas or Landscape Maintenance Easement Areas or if the Common Areas or Landscape Maintenance Easement Areas or the Lot securing its Mortgage are made the subject of any condemnation or eminent domain proceeding or the acquisition thereof is otherwise sought by any condemning authority;

(e) be given written notice by the Association of any default by the Owner of such Mortgagee's Lot in performing such Owner's obligations under the provisions of this Declaration, the Association's Articles of Incorporation or the By-Laws, which default is not cured within sixty (60) days after such default commences.

(f) be given written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(g) be given written notice of any proposed action that requires the consent of a specified percentage of eligible Mortgagees.

Section 5. Taxes on Common Areas. The first Mortgagees may, jointly or singly, pay any or all taxes or other charges which are in default and which may or have become a charge against any of the Common Areas, and may pay any or all overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of any such policy, for the Common Areas. Any first Mortgagee making any such payment shall be owed immediate reimbursement therefor from the Association.

Section 6. Approval by Federal Housing Administration and Veterans Administration. Until the Class B Membership terminates pursuant to the provisions of Section 4 of Article V, the consent or approval of the Federal Housing Administration and/or the Veterans Administration shall be

obtained to any of the following actions taken while a Mortgage is in effect which is insured by such entity:

(a) an expansion of the Community pursuant to the provisions of Article VII;

(b) a dedication of any portion of the Common Areas to public use; and

(c) an amendment or termination of this Declaration.

ARTICLE XII

EASEMENTS

Section 1. Easement Benefiting Lots and Burdening Common Areas and Lots. The Declarant hereby reserves for the benefit of each Lot an irrevocable, perpetual non-exclusive easement for the use of each main, drain, pipe, meter, or other device located within the Common Areas or within another Lot, which provides utility service to such Lot, each Stormwater Management Easement Area or Stormwater Management Access Easement Area as shown on the Community Plat for stormwater management purposes and for the use of each street, walkway, and parking area which from time to time is within the Common Areas, or which crosses any Lot and affords access to the Common Areas or another Lot.

Section 2. Easement Benefiting Lots and Burdening Common Areas. Each Lot shall have the benefit of a nonexclusive easement for the use of the Common Areas and the Landscape Maintenance Easement Areas, and, without limitation, all private roadways and streets and all streets and roadways offered for dedication to the County but not yet accepted by the County, whether owned by the Declarant or not, provided that such use is in accordance with applicable law and the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations. No person other than the Association may construct, reconstruct, alter or maintain any Structure or make or create any excavation or fill upon, or remove any tree, shrub or other vegetation from, or otherwise damage, the Common Areas or Landscape Maintenance Easement Areas. No person, without first obtaining the Association's consent, shall do anything on the Common Areas or Landscape Maintenance Easement Areas which will cause an increase in any premium paid by the Association for liability or other insurance with respect to the Common Areas or the Landscape Maintenance Easement Areas or the cancellation of any such insurance.

Section 3. Development Easements. The Declarant shall have and the Declarant hereby reserves, perpetual, non-exclusive easements in, over and through the Common Areas and the Landscape Maintenance Easement Areas and any Lot which abuts the Reserved Area

(a) for pedestrian and vehicular ingress and egress to and from each public roadway or the Reserved Area which at any time abuts or is located within the Community, from and to each Lot and other areas of the Community, for access by (i) the Declarant and its heirs, personal representatives, successors and assigns as Owner of such respective Lot or other portion thereof (including, without limitation, the County, if and to the extent that it has accepted dedication thereof), (ii) any Builder, contractor, subcontractor, real estate agent or broker or other salesperson utilized by the Declarant, and (iii) their respective agents, officers, employees, and invitees, all for any purpose consistent with applicable law in connection with the construction, replacement, repair, maintenance and development of any such roadway or the Reserved Area and/or for the marketing or leasing of such respective Lot; and

(b) for the construction, installation, maintenance, repair, replacement and use of any public roadways and any or all utility lines and facilities of the types enumerated in the provisions of the Article III, Section 2(b) to and from their respective points of connection with those respective public utility lines and facilities to which they are to be connected, from and to the Community, for the benefit of (i) the Declarant and its heirs, personal representatives, successors and assigns as Owner of any Lot or other portion thereof, (ii) each resident or other occupant of any such Lot or other portion, and (ii) their respective agents, employees, invitees, visitors and guests.

Section 4. Landscape Maintenance Easement Area Easements Benefiting Owners. The burden of the Landscape Maintenance Easement Areas shall run with the bind upon the title to the Lots on which said Landscape Maintenance Easement Areas are located upon each person from time to time hereafter holding such title of record. The benefit of the Landscape Maintenance Easement Areas shall run with the Association and its successors and assigns and with the title to the Lots benefitted thereby as hereinabove provided.

Section 5. Reserved Area. The Declarant hereby reserves onto itself the following rights with respect to the Reserved Area:

(a) to grant, convey or dedicate (i) to any one or more public or quasi-public governmental bodies or utility companies, any and all licenses, easements and/or rights-of-way in, over and through the Reserved Area for the construction, installation, use, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, drains, culverts, ponds or pumping stations, water lines, mains or pumping stations, electrical lines or cables, utility lines and facilities, telephone or television lines or cables, gas lines or mains, and other similar facilities, for similar or other purposes, all as the Declarant considers appropriate for the provision of any utility or utility service to the Community, and (ii) to the said County or any other governmental body, the fee simple title to any land forming part of the Reserved Area. After such grant, conveyance or dedication, the Reserved Area shall not be deemed to be a part of the Community; and

(b) to convey the legal title to, or any interest in, any or all of the Reserved Area to or at the direction of any governmental or quasi-governmental authority either (i) through the condemnation thereof or the exercise of any power of eminent domain with respect to the same, or (ii) under threat of such condemnation or exercise and in lieu thereof; and

(c) to grant or reserve, by or to the Declarant, for the benefit of the Community, an easement in, over and through the Reserved Area for the construction, installation, use, operation, maintenance, repair and replacement of any facility or roadway of the types enumerated in the provisions of this Section.

Section 6. Easement of Board of Directors. The Board of Directors of the Association, its agents or licensees, shall have an easement for entry upon any Lot, but not the interior of any building, for the purpose of mowing and maintenance on a regular basis of the Common Areas and Landscape Maintenance Easement Areas. The Board of Directors, its agents or licensees shall have an easement to enter upon any Landscape Maintenance Easement Area for the purpose of erecting, repairing or maintaining any neighborhood identification signs erected by the Declarant or the Association within such Landscape Maintenance Easement Area.

Section 7. Shared Driveway Easements.

(a) Declarant hereby reserves for the benefit of each Lot adjacent to a "Shared Driveway Easement" as shown on the Community Plat an irrevocable perpetual non-exclusive easement for the use, maintenance and repair of the shared driveways shown on the Community Plat. Each Owner of the Lot shall have a separate fee simple interest in its respective portion of the Shared Driveway Easement, as more particularly shown on the Plat. However, such fee simple interest notwithstanding, each Owner shall have the right to use and enjoy the entire Shared Driveway Easement Area, for purposes of ingress and egress to and from the respective Lots and the public streets within the Community, subject to the same rights of the other benefited Owners. To facilitate the foregoing, Declarant hereby declares and establishes for the benefit of each of the benefited Owners a perpetual non-exclusive easement over those portions of the Shared Driveway Easement Area owned by the other Owners for (i) ingress and egress to and from the Lots and the public streets within the Community, and (ii) maintenance purposes for the benefit of Declarant and the Association, and (iii) the installation and maintenance of underground utilities that service the Lots benefitted thereby.

(b) The Shared Driveway Easement Areas shall be used jointly and in common by all Owners and occupants of the benefitted Lots now or in the future, for purposes of pedestrian and vehicular ingress and egress to and from the improvements now or hereafter constructed on the benefitted Lots and the public streets in the Community, and shall also be used for purposes of installation and maintenance of underground utilities for the benefit of the Lots. The Shared Driveway Easement Areas shall not be used for parking any vehicle that may obstruct free use or access by way of ingress or egress to or from any benefitted Lot and the public streets within the Community.

Landscaping within the Shared Driveway Easement Areas shall be carried out in such a manner as to not interfere unreasonably with either the visibility of or the free access to the Lots.

(c) Each Owner (and not Declarant) shall be responsible for the cost of constructing, maintaining and repairing the Shared Driveway, including landscaping, mowing grass, snow removal, reconstructing or resurfacing the Shared Driveway and appurtenant driveway aprons connecting with the public road, and all other necessary maintenance and repair tasks, in proportion to the number of Lots (2,3 or 4) that share the use of the Shared Driveway. The cost of driveways, driveway connections, and aprons from any improvements on a Lot to the Shared Driveway and the cost of the care, maintenance and repair of any such driveways, driveway connections, and aprons shall be borne by the respective owner of the Lot with respect to which the same are designed to serve for purposes of ingress and egress.

(d) Any dispute among the Owners involving the maintenance and/or repair, or the hiring of an individual, group or service to perform maintenance and repair functions, or involving assessments for maintenance and/or repairs with respect to the Shared Driveway, shall be resolved by the Architectural Committee or the Declarant, whichever at the time of the dispute has approval authority under Article VIII. The decision of the Declarant or Architectural Committee shall be binding on the Owners of the Lots benefitted by the Shared Driveway.

(e) If any Owner does not promptly pay its respective share of the cost and expense for the care, maintenance and repair of the Shared Driveway for which the Owner is required hereunder to pay, then the other Owner(s) may pay the same and the Owner so paying may create a lien upon the non-contributing Owner's Lot by filing a statement of lien among the Land Records of the County for such unpaid share, together with interest at the rate of eighteen percent (18%) per annum from the date that such costs and expenses are incurred until the entire amount plus interest is paid in full. Any Owner seeking to establish and enforce a lien in accordance with the provisions of this Section shall do so in accordance with the requirements of the Maryland Contract Lien Act, as the same may be amended from time to time.

(f) The above notwithstanding, each Owner shall be fully and solely responsible for any and all damage caused to the Shared Driveway as a result of its negligence or the use of the Shared Driveway, at the direction of an Owner, by any construction vehicle or equipment. Each Owner shall promptly repair, at its sole cost and expense, any and all damage caused by it or its agents, invitees, contractors or employees as a result of the foregoing or for any other reason. If an Owner does not promptly repair any damage within fifteen (15) days from the date that such damage has occurred, then the other Owner(s) may repair the damage and shall have the right to establish and enforce a lien in the manner provided for in this Section 7 on the Lot of the Owner responsible for the damage in the amount of all costs and expenses incurred in connection with any repairs, plus interest at the rate of eighteen percent (18%) per annum.

(g) The obligation of the then Owner of each Lot to pay for maintenance, care and repair obligations accruing during its ownership of the Lot shall be and remain its personal obligation, notwithstanding any voluntary or involuntary sale, conveyance or other disposition of the Lot, and the other Owner(s) may maintain an action at law against any Owner for its failure to discharge such maintenance, care and repair obligations.

Section 8. Use of Easement Areas. Notwithstanding anything to the contrary expressed in this Declaration, within any easements granted or conveyed pursuant to this Article and Article III, Section 2(b), no structure, planting or other material shall be placed or permitted to remain on any Lot which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in easement areas or which may obstruct or retard the flow of water through drainage channels in the easements. Areas subject to easements within the boundaries of a Lot shall be regularly maintained by the Owners of the Lot. Notwithstanding the foregoing provision, the Association shall, at its sole expense, regularly maintain the Landscape Maintenance Easement Areas.

ARTICLE XIII

RULES AND REGULATIONS

Section 1. Board of Directors Authorized to Adopt; Scope. The Board of Directors and the Architectural Committee shall have the power to adopt and amend reasonable rules and regulations regarding the use of the Common Areas and Lots or regarding other matters as to which the Board of Directors or the Architectural Committee is expressly granted such power by this Declaration which shall be binding on each Owner, provided such rules and regulations are adopted in accordance with the provisions of this Article.

Section 2. Notice. The Board of Directors shall mail written notice to each of the Members of the Association setting forth the proposed rule or regulation at least twenty (20) days prior to its adoption. Such notices shall be mailed to the address of each member as shown on the most current membership roster of the Association.

Section 3. Adoption; Referendum. The adoption or amendment of rules and regulations shall require the vote of two-thirds (2/3) of the Directors. However, a number of Association members equal to not less than twenty percent (20%) of the members of the Association may petition a referendum on a rule or regulation by filing a written petition with the Board of Directors within twenty (20) days after the mailing of a notice of adoption by the Board. Upon verifying that the requirements of this Section have been met, the rule or regulation shall be suspended pending the results of the referendum. The rule or regulation shall be submitted to a vote of the Members at a meeting called for this purpose within sixty (60) days after the petition has been verified. The rule or regulation shall be adopted only upon the affirmative vote of a majority of the Members present at the meeting called for such purpose, at which a quorum is present.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. The Association 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 against each Owner and each tenant of an Owner, each of whom shall be jointly and severally bound by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Effectiveness. This Declaration shall become effective upon and only upon its having been executed and acknowledged by the Declarant, and recorded among the Land Records (the "Effective Date").

Section 4. Assignment.

(a) The Declarant shall be entitled at any time to assign to any person any or all of its right, title and interest hereunder by an instrument which makes specific reference to this subsection, and is executed and delivered by the Declarant and such assignee and recorded among the Land Records.

(b) The Declarant may from time to time hereafter permit any right that it then holds under the provisions of this Declaration to be exercised on its behalf by any of its officers, directors, employees or agents.

Section 5. Amendment and termination.

(a) Except as is otherwise provided in this Declaration, this Declaration and the Community Plat may be amended or terminated by and only by an instrument or plat (i) for the first twenty (20) years, executed by Owners of at least ninety percent (90%) of the Lots and by each Mortgagee whose right, title or interest hereunder would be adversely affected thereby; (ii) thereafter, executed by Owners of at least seventy-five percent (75%) of the Lots and each Mortgagee whose right, title and interest would be adversely affected thereby; and (iii) recorded among the Land Records. Notwithstanding the above, the Declarant may amend any of the plats identified in Section 9 of Article I as the Community Plat without approval of any other owners or Mortgagees so long as the Declarant does not change the configuration or size of any Lots on the aforesaid plats after said Lots have been subjected to the Declaration. Notwithstanding the above, amendments of a material nature must be approved in writing by fifty-one percent (51%) of the Mortgagees and

termination of the operation and effect of this Declaration for reasons other than substantial destruction or condemnation shall require the written approval of sixty-seven percent (67%) of the Mortgagees. The following amendments are deemed to be material: voting rights; assessments; assessment liens, the priority of assessment liens; reserves for maintenance,repair and replacement of Common Areas; responsibility for maintenance and repairs; redefinition of any Lot boundaries; convertibility of Lots into Common Areas or vice versa; expansion or contraction of the Community, or the addition, annexation or withdrawal of property to or from the Community except as specifically provided herein; insurance or fidelity bonds; leasing of Lots; imposition of any restrictions on an owner's right to sell or transfer his Lot; a decision by the Association to establish self management when professional management had been required previously; restoration or repair of the Community (after a hazard damage or partial condemnation) in a manner other than that specified in the documents creating the Community or the Association; any provisions that expressly benefit mortgage holders, insurers or guarantors; termination of the legal status of the Association and the Community after substantial destruction or condemnation. In the event that any Mortgagee is given a written proposal for an amendment sent by certified or registered mail, return receipt requested, failure of the Mortgagee to respond within thirty (30) days shall be deemed approval.

(b) This Declaration, as amended from time to time, shall remain in full force and effect until there is recorded among the Land Records an instrument which, expressly and by specific reference to this paragraph (b), and in the manner set forth in the foregoing provisions of this section, terminates the operation and effect of this Declaration as of a date specified in the provisions of such instrument, in which event such termination shall be effective as of such date.

(c) Anything contained in the provisions of this Declaration to the contrary notwithstanding, the Declarant may, without obtaining the consent thereto of any Owner, Mortgagee or other person, amend this Declaration or the Community Plat if and only if such amendment is (in the Declarant's reasonable opinion) necessary to correct obvious typographical, mathematical, minor or similar errors therein.

(d) Notwithstanding anything to the contrary contained herein, during the Development Period, any amendment to Article V, Section 4 of Article VI, Article VII or this Section 5 of Article XIV shall require the approval of the Declarant unless, prior thereto, the Declarant shall have recorded among the Land Records of the County an instrument relinquishing such right of approval. Any amendment or termination must be recorded among the land records of the County in order to be effective.

Section 6. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director, to the

fullest extent permitted by the Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland. The officers and directors shall have no personal liability with respect to any contract made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment.

Section 7. Waiver. The Declarant shall not be deemed to have waived the exercise of any right that it holds hereunder unless such waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by the Declarant in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

Section 8. Applicable law. This Declaration shall be given effect and construed by application of the law of Maryland.

Section 9. General plan of development.

(a) The provisions of this Declaration shall conclusively be deemed to be part of a general plan or scheme of development and use for the Community and, as such, to be covenants running with, binding upon, benefiting and burdening the respective titles to each Lot.

(b) Both the Declarant, by delivering to any person a deed conveying to such person the title to a Lot, and such person, by accepting such delivery, shall be deemed thereby to have agreed with each other and with each other Owner to be bound by the provisions of this Declaration.

(c) Any lease or licensing agreement entered into by an Owner or another person and covering any or all of a Lot, shall be in writing and shall expressly provide that (i) the terms of the lease or license thereby created are in all respects subject to the operation and effect of the provisions of this Declaration, (ii) the Lease is not for less than thirty (30) days, and (iii) any failure by the lessee or licensee thereunder to comply with such provisions shall constitute a default under such agreement. To the extent that any such agreement does not expressly so provide, it shall be deemed to do so.

(d) Each person who, together with any other person, is an Owner or a lessee shall be jointly and severally liable for adhering to the terms and satisfying the conditions hereof.

Section 10. Notices.

(a) Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to any person shall be in writing, and (a) shall be deemed to have been provided forty-eight (48) hours

after having been deposited as first class mail in the United States mails, postage prepaid, and addressed (i) if the addressee is the Declarant, to its address which is set forth hereinabove or to such other address in the United States of America as the Declarant may designate from time to time, (ii) if the addressee is the Architectural Committee of the Association, to the address the Architectural Committee may designate from time to time by notice to the Owners, (iii) if the addressee is an owner (other than the Declarant) to such person's said address (herein referred to as such person's "Notice Address") as furnished to the Architectural Committee or the Association, or (b) shall be deemed to have been provided upon actual hand or other delivery to such person.

(b) Anything contained in the provisions of this Declaration to the contrary notwithstanding, unless an Owner or a Mortgagee has notified the Association of its status as such and furnished the Association with its address such person shall have no right under the provisions of this Declaration (i) to be given any notice, demand, consent, approval, request or other communication or document by the Association or the Architectural Committee, (ii) to participate in the consideration of or cast any vote on any question to be voted upon by the Owners, or (iii) otherwise to be recognized as such by the Association or any Owner.

Section 11. Waiver of reversionary right. The provisions of this Declaration shall not be construed as conditions subsequent, or as creating a possibility of reverter, and no provision hereof shall be deemed to vest in the Declarant or any other person any reversionary right with respect to any Lot. Any such reversionary right is hereby expressly waived.

Section 12. Construction. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) to any Section, subsection, paragraph or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph or subparagraph of this Declaration.

IN WITNESS WHEREOF, the Declarant has executed and ensealed this Declaration or caused it to be executed and ensealed on its behalf by its duly authorized officers, as of the day and year first above written.

WITNESS:

LHIW-1 LAND INVESTORS LIMITED PARTNERSHIP

By: Michael S. Cook & Associates, Inc., a Maryland corporation, general partner

By: _____ (SEAL)
Michael S. Cook, President

DECLARANT

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S :

I HEREBY CERTIFY that on this 5TH day of NOVEMBER, 1992, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Michael S. Cook, who acknowledged himself to be the President of Michael S. Cook & Associates, Inc., the general partner of LHIW-1 LAND INVESTORS LIMITED PARTNERSHIP, the Declarant named in the foregoing Declaration of Covenants, Easements, Conditions and Restrictions, and that, being authorized to do so, he executed the same on behalf of said limited partnership for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Michelle A. Zippert
Notary Public

MICHELLE A. ZIPPERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1995

My commission expires on _____.

The undersigned, an attorney admitted to practice by the Court of Appeals of Maryland, hereby certifies that this instrument was prepared by me.

M. Melinda Thompson
M. Melinda Thompson

R11885.569

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

Grace M. Rymer and Barbara A. Stinnet, Trustees, and Mary Ruth Dunkes, Thomas A. Rymer, James P. Hollinger, Earl Carrick, John F. O'Hara and Mary Ann O'Hara (collectively, the "Beneficiaries"), who are, respectively, the trustees and the beneficiary under a deed of trust dated September 6, 1989 and recorded among the Land Records of Calvert County, Maryland, in Liber 490 at folios 874 et seq., from Declarant, hereby join in the foregoing Declaration for the express purpose of subordinating all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibit A of such Declaration to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the persons named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 13th day of November, 1992.

WITNESS:

Grace M. Rymer (SEAL)
Grace M. Rymer, Trustee

Barbara A. Stinnet (SEAL)
Barbara A. Stinnet, Trustee

Mary Ruth Dunkes (SEAL)
Mary Ruth Dunkes, Beneficiary

Thomas A. Rymer (SEAL)
Thomas A. Rymer, Beneficiary

James P. Hollinger (SEAL)
James P. Hollinger, Beneficiary

Witness or Attest: Earl F. Carrick (SEAL)
Earl Carrick, Beneficiary

Mary Ann O'Hara John F. O'Hara (SEAL)
John F. O'Hara, Beneficiary

John F. O'Hara Mary Ann O'Hara (SEAL)
Mary Ann O'Hara, Beneficiary

~~District of Columbia~~
~~STATE OF MARYLAND~~: COUNTY OF ~~PRINCE GEORGES~~: TO WIT:

I HEREBY CERTIFY that on this 13TH day of NOVEMBER, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared ~~Grace M. Rymar~~, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Michelle A. Zippert
Notary Public

MICHELLE A. ZIPPERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1995

My commission expires on

MICHELLE A. ZIPPERT NOTARY PUBLIC PRINCE GEORGES CO.

STATE OF MARYLAND: COUNTY OF PRINCE GEORGES TO WIT:

I HEREBY CERTIFY that on this 13TH day of NOVEMBER, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Barbara A. Stinnet, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

MICHELLE A. ZIPPERT NOTARY PUBLIC

Michelle A. Zippert
Notary Public

MICHELLE A. ZIPPERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1995

My commission expires on July 1, 1995.

STATE OF MARYLAND: COUNTY OF PRINCE GEORGES TO WIT:

I HEREBY CERTIFY that on this 13TH day of NOVEMBER, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Mary Ruth Dunkes, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as beneficiary for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

MICHELLE A. ZIPPERT NOTARY PUBLIC PRINCE GEORGES

Michelle A. Zippert
Notary Public

MICHELLE A. ZIPPERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1995

My commission expires on July 1, 1995.

STATE OF MARYLAND: COUNTY OF PRINCE GEORGE'S: TO WIT:

I HEREBY CERTIFY that on this 13TH day of NOVEMBER, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Thomas A. Rymer, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as beneficiary for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Michelle A. Zippert
Notary Public

MICHELLE A. ZIPPERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1995

My commission expires on

STATE OF MARYLAND: COUNTY OF PRINCE GEORGE'S: TO WIT:

I HEREBY CERTIFY that on this 13TH day of NOVEMBER, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared James F. Hollinger, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as beneficiary for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Michelle A. Zippert
Notary Public

MICHELLE A. ZIPPERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1995

My commission expires on

STATE OF MARYLAND: COUNTY OF Garrett : TO WIT:

I HEREBY CERTIFY that on this 25th day of July, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Ea Carrick, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as beneficiary for the purposes therein set forth, and that it his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on 11/01/96.

DISTRICT OF COLUMBIA
~~STATE OF MARYLAND~~: ~~COUNTY OF~~ : TO WIT:

I HEREBY CERTIFY that on this 5th day of August, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Jo F. O'Hara, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as beneficiary for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on 2/14/95.

DISTRICT OF COLUMBIA
~~STATE OF MARYLAND~~: ~~COUNTY OF _____~~: TO WIT:

I HEREBY CERTIFY that on this 5th day of August, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Mary Ann O'Hara, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as beneficiary for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Veronica Wade Glass
Notary Public

My commission expires on 2/14/95. My Commission Ex...

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

Harvey E. Gates, Jr., and Carol M. Wilson, Trustees, and RE/Max Country Properties, who are, respectively, the trustees and the beneficiary und a deed of trust dated September 6, 1989 and recorded among the Land Records of Calvert County, Maryland, in Liber 492 at folios 624, et seq., from Declarant, hereby join in the foregoing Declaration for the express purpose of subordinating all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibit A of such Declaration to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the perso named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 21st day of April, 1992.

WITNESS:

Barbara J Coffey _____ (SEAL)
Harvey E. Gates, Jr., Trustee

Barbara J Coffey _____ (SEAL)
Carol M. Wilson, Trustee

CALVERT COUNTRY PROPERTIES

ATTEST: T/A RE/Max Country Properties, a Corporation organized and existing under the law of MD.,

Barbara J Coffey by _____ (SEAL)

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 21st day of April, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Harvey E. Gates, Jr., Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

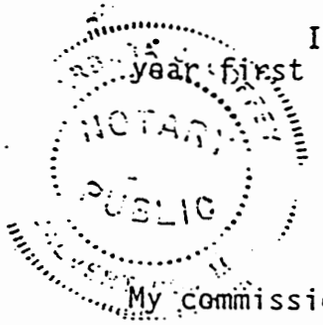
Barbara J Coffey
Notary Public

My commission expires on 4/1/96.

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 21st day of April, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Carol M. Wilson, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Barbara J Coffey
Notary Public

My commission expires on 4/1/96.

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 21st day of April, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Harvey E. Gates, Jr., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of RE/Max Country Properties, a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

NOTARY PUBLIC CALVERT

Barbara J Coffey
Notary Public

My commission expires on 4/1/96.

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

Kathleen Boughman and Jody Boughman, Trustees, and Generations III Realty, Inc., a corporation organized and existing under the law of Maryland, who are, respectively, the trustees and the beneficiary under a deed of trust dated September 6, 1989 and recorded among the Land Records of Calvert County, Maryland, in Liber 492 at folios 642, et seq., from Declarant hereby join in the foregoing Declaration for the express purpose of subordinating all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibit A of such Declaration to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 21st day of April, 1992.

WITNESS:

Christy V. Bell — Kathleen Boughman (SEAL)
Kathleen Boughman, Trustee

Christy V. Bell — Jody Boughman (SEAL)
Jody Boughman, Trustee
P.I.C.O.T.S

ATTEST:

Generations III Realty, Inc., a corporation organized and existing under the law of Maryland,

by Kathleen Boughman (SEAL)
Name:
Title: President

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 21st day of April, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Kathleen Boughman, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Christy V. Bell
Notary Public

My commission expires on October 1, 1995.

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 21st day of April, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Jo Boughman, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Christy V. Bell
Notary Public

My commission expires on October 1, 1995.

STATE OF MARYLAND: COUNTY OF CALVERT : TO WIT:

I HEREBY CERTIFY that on this 21st day of April, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Kathleen Boughman, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of Generations III Realty, Inc., a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Christy V. Bell
Notary Public

My commission expires on October 1, 1995.

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR WHISPERING WOODS

EXHIBIT A

Description of the Property

Lots, 1, 2, 17, 18, 19, 20 and 21 as shown on those certain plats prepared by Collinson, Oliff & Associates, Inc. dated November 1990 and recorded in the Land Records of Calvert County in Liber A.B.E.3, plat Nos. 259, 260 and 261.

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR WHISPERING WOODS

EXHIBIT B

Description of the Initial Common Areas

NONE

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR WHISPERING WOODS

EXHIBIT C

Community Plat

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR WHISPERING WOODS

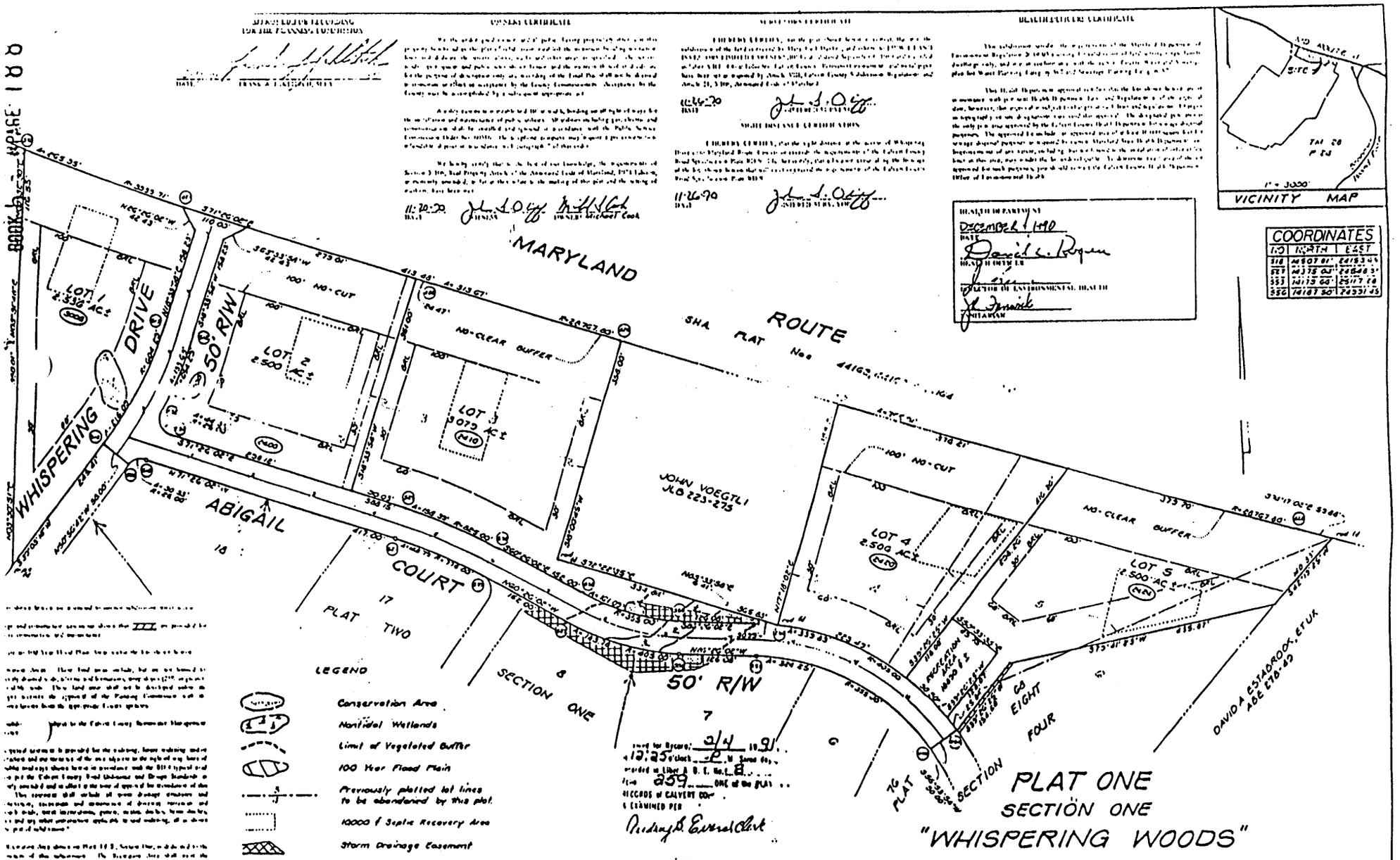
EXHIBIT D

Future Parcels

1. All property shown on the Community Plat as defined herein that has not specifically been subjected to the Declaration as of the date hereof.

2. Property shown on that certain plat prepared by Collinson, Oliff & Associates, Inc. dated February 28, 1992 and recorded in the Land Records of Calvert County in Liber A.B.E.4, plat no. 45.

3. Any other property in Calvert County that is adjacent to any land subjected to this Declaration on the date hereof or adjacent to any land identified in 1 and 2 above as a future parcel.



APPROVED FOR RECORDING FOR THE PLANNING COMMISSION

DATE | FRANK A. [illegible]

OWNER'S CERTIFICATE

[illegible]

11-20-90 | John S. Oliff | Michael Cook
DATE | WITNESS | OWNER Michael Cook

SURVEYOR'S CERTIFICATE

[illegible]

11-26-90 | John S. Oliff
DATE | SURVEYOR

SIGHT DISTANCE CERTIFICATION

[illegible]

11-26-90 | John S. Oliff
DATE | SURVEYOR

HEALTH DEPARTMENT CERTIFICATE

[illegible]

HEALTH DEPARTMENT
December 1 1990
DATE
David L. Rogers
HEALTH OFFICER
DIRECTOR OF ENVIRONMENTAL HEALTH
J. Frenick
SANITARIAN

VICINITY MAP

COORDINATES

NO.	NORTH	EAST
316	14507.01	24153.45
527	14375.05	24848.3
553	14113.60	25117.28
556	14187.50	24331.45

Filed for Record 2/4 1991 at 12:25 o'clock P. M. Same day recorded in Liber A. B. E. No. 8 folio 259 one of the plat records of Calvert County & examined per
Rodney D. Everd Clerk

CURVE DATA

No.	ARC	RADIUS	DELTA	TAN.	CHD.	BEARING
316-421	265.35	3939.71'	03°52'04"	133.03	265.30	S69°30'00"E
422-426	313.67	28767.80	00°37'29"	156.84	313.67	S71°44'40"E
427-428	755.91	28767.80	01°30'20"	377.96	755.85	S73°31'32"E
340-553	324.25	355.00'	52°20'00"	174.43	313.10	N60°16'02"W
556-557	183.78	405.00'	26°00'00"	93.50	182.21	N73°20'02"W
639-867	148.79	775.00'	11°00'00"	74.62	148.56	N65°56'02"W
518-520	30.33	25.00'	69°30'40"	17.35	28.50	S73°48'38"W
514-515	210.09	604.29	20°29'20"	109.21	214.24	N28°48'38"E
518-532	133.63	654.29'	11°42'06"	67.05'	133.39	S24°25'01"W
532-530	44.38	25.00'	101°42'05"	30.71'	38.78	S20°34'59"E
529-533	156.33	825.00'	11°00'00"	79.44	158.15	S65°58'02"E
554-555	161.00	355.00'	26°00'00"	81.36'	159.76	S73°06'02"E
530-1034	339.83	405.00'	48°04'34"	180.64	319.36	S54°08'13"E

PLAT ONE
SECTION ONE
"WHISPERING WOODS"
LOCATED IN PORT REPUBLIC
FIRST DISTRICT, CALVERT COUNTY, MD
FOR: MICHAEL COOK

John S. Oliff
11-26-90
DATE

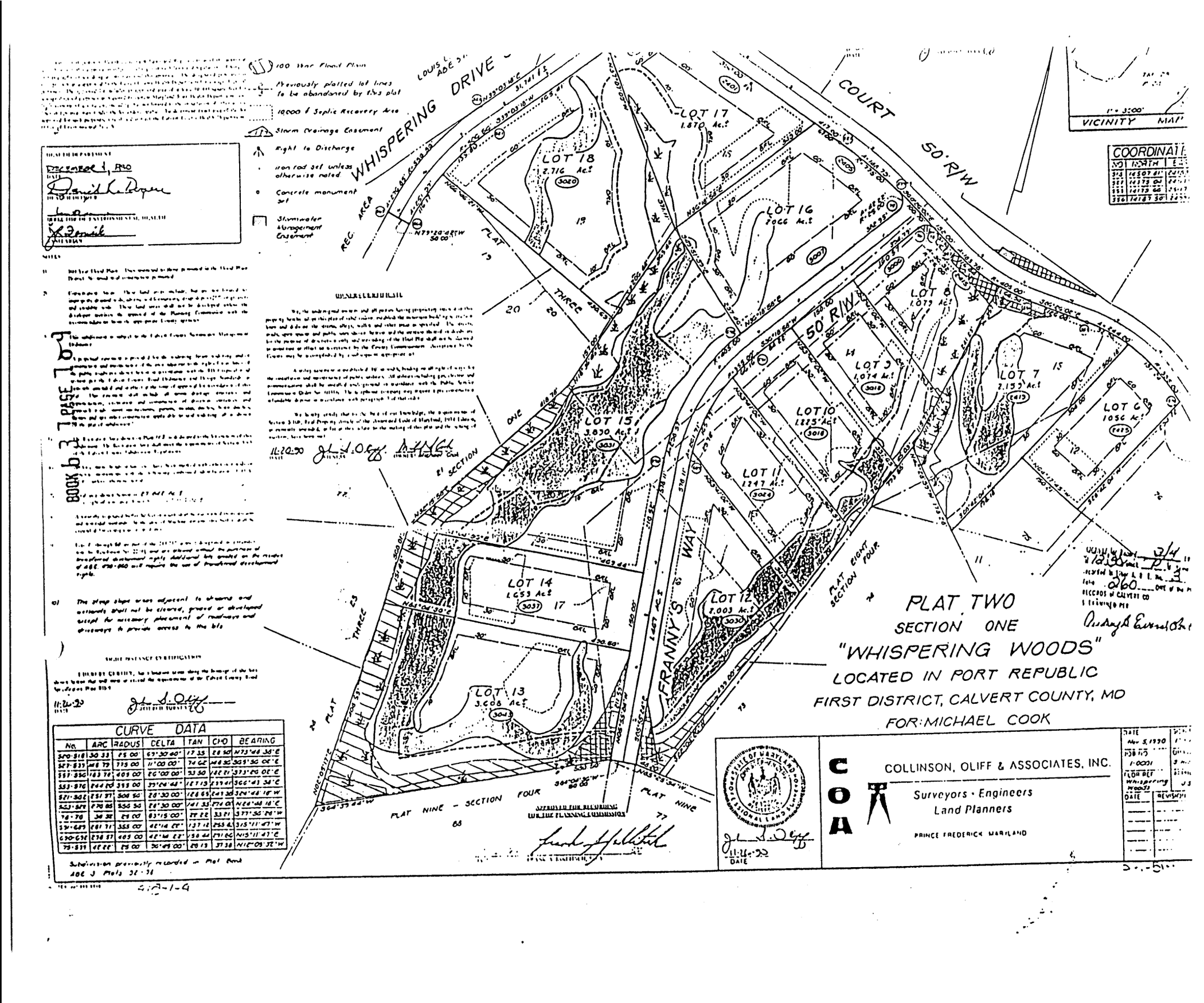
C O A
COLLINSON, OLIFF & ASSOCIATES, INC.
Surveyors · Engineers
Land Planners
PRINCE FREDERICK MARYLAND

DATE Nov 1, 1990	SCALE 1" = 100'
JOB NO. 1-0001	CHECKED BY S Hickmon
FILE REF Whispering Woods	APPROVED JSO
DATE	REVISION

[illegible]

Total area of lots = 15.456 Ac ±

[illegible] : previously recorded in Plat Book ABE 3 Plats 32-38



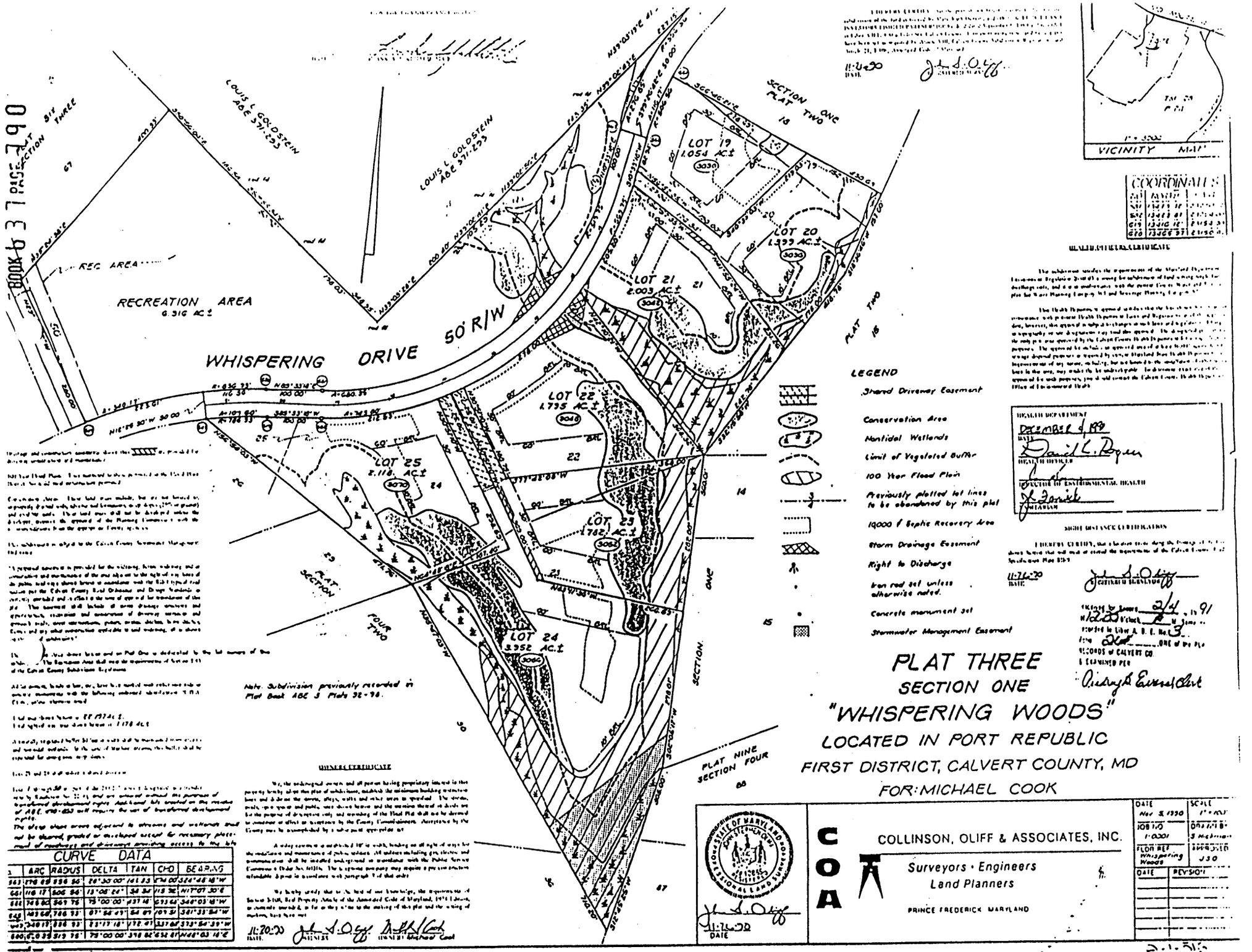
BOOK 37 PAGE 69

CURVE DATA						
No.	ARC	RADIUS	DELTA	TAN	CHD	BEARING
C1	30.33	25.00'	69°30'00"	17.35	28.50	N73°48'30"E
C2	148.79	775.00	11°00'00"	74.62	148.56	S69°30'00"E
C3	183.76	605.00	26°00'00"	93.30	182.21	S73°00'00"E
C4	244.20	355.00	39°24'42"	127.15	239.41	S66°42'38"E
C5	251.37	308.50	28°30'00"	128.65	248.80	N28°48'18"W
C6	278.85	355.50	28°30'00"	142.33	276.00	N28°48'18"E
C7	38.35	25.00'	83°15'00"	23.82	35.21	S77°30'28"W
C8	281.71	355.00'	45°28'27"	147.78	274.43	S35°11'47"W
C9	238.57	605.00'	22°36'22"	120.64	237.06	N15°11'47"E
C10	45.33	25.00'	90°09'00"	28.13	37.38	N16°09'32"W

Subdivision previously recorded in Plat Book ADC 3 Plats 32-34

11-4-22

BOOK 37 PAGE 90



VICINITY MAP

COORDINATES		

LEGEND

- Shared Driveway Easement
- Conservation Area
- Nontidal Wetlands
- Limit of Vegetated Buffer
- 100 Year Flood Plain
- Previously platted lot lines to be abandoned by this plat
- 10000 ft² Septic Recovery Area
- Storm Drainage Easement
- Right to Discharge
- Iron rod set unless otherwise noted.
- Concrete monument set
- Stormwater Management Easement

CURVE DATA						
	ARC	RADIUS	DELTA	TAN	CHO	BEARING
C63	178.89	336.50	30°30'00"	161.33	N74°00'00"E	324°48'18"W
C64	116.17	606.54	11°05'24"	58.34	N11°07'30"E	N11°07'30"E
C65	348.82	369.75	75°00'00"	337.16	S33°30'00"E	S48°03'18"W
C66	140.66	786.93	10°14'49"	70.49	S81°33'54"W	S81°33'54"W
C67	240.17	336.93	73°17'18"	140.81	S33°56'30"W	S33°56'30"W
C68	5.03	313.75	79°00'00"	3.98	N44°03'18"E	N44°03'18"E

OWNER'S CERTIFICATE

We, the undersigned owners and all persons having proprietary interest in the property hereby shown on this plat of subdivision, establish the minimum building restriction lines and dedicate the streets, alleys, roads and other areas as specified. The streets, roads, open spaces and public uses shown hereon and the easements thereof as shown on for the purpose of the express rights and ownership of the Road Plat shall not be deemed to constitute or effect an acceptance by the County Commissioners. Acceptance by the County may be accomplished by a letter and appropriate act.

A utility easement is established 10' in width, binding on all sides of every lot for the installation and maintenance of poles, cables, all utilities including gas, electric and communication shall be installed underground or coordinated with the Public Service Commission's Order No. 68226. The Commission may require a permit for electric overhead lines in accordance with paragraph 3 of that order.

We hereby certify that to the best of our knowledge, the requirements of Section 3-108, Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended, insofar as the same relate to the making of this plat and the setting of markers, have been met.

11-20-90 DATE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY, that the boundary shown hereon is correct; that all monuments shown hereon actually exist or will be placed in the ground as shown hereon; that all dimensional and other details are correct; that this plat is prepared in accordance with the Calvert County Subdivision Regulations.

11-20-90 DATE

HEALTH DEPARTMENT

DECEMBER 4, 1990 DATE

David L. Boyer HEALTH OFFICER

DIRECTOR OF ENVIRONMENTAL HEALTH

SIGHT DISTANCE CERTIFICATION

I HEREBY CERTIFY, that I have made or caused the measurements of the Calvert County Subdivision Regulations.

11-26-90 DATE

Recorded in Liber A. B. E. No. 3 Folio 204 ONE of the PLATS RECORDS of CALVERT CO. EXAMINED PER Audrey E. Scott Clerk

PLAT THREE
SECTION ONE
"WHISPERING WOODS"
LOCATED IN PORT REPUBLIC
FIRST DISTRICT, CALVERT COUNTY, MD
FOR: MICHAEL COOK

COLLINSON, OLIFF & ASSOCIATES, INC.
Surveyors · Engineers
Land Planners
PRINCE FREDERICK MARYLAND

11-26-90 DATE

DATE	SCALE
Nov 5, 1990	1" = 100'
JOB NO.	DRAWN BY
1-0301	S. McKinney
FLOR REF Whispering Woods	CHECKED BY JSO
DATE	REVISION

R13112.569
1:10/27/92

WHISPERING WOODS

AMENDMENT TO DECLARATION OF
COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION ("Amendment"), made this 18th day of June, 1993 by LHIW - 1 LAND INVESTORS LIMITED PARTNERSHIP ("Declarant").

INTRODUCTORY STATEMENT

A. By a Declaration of Covenants, Easements, Conditions and Restrictions dated November 19, 1992 and recorded among the Land Records of Calvert County, Maryland (the "Land Records") in Liber 637, folio 737 (the "Original Declaration") Declarant submitted certain property more particularly described in Exhibit A to the Original Declaration to a homeowners' association community (the "Community") pursuant to the Annotated Code of Maryland.

B. Pursuant to Article VII of the Declaration, Declarant reserved for a period of seven (7) years from the date of recording the Original Declaration the right to expand the Community by adding to it certain properties described in Exhibit D to the Original Declaration (the "Future Parcels"). A description of the portion of the Future Parcels that is being annexed to the Community by this Amendment is described on Exhibits A and B attached hereto (the "Additional Property").

C. The Original Declaration together with this Amendment and any other amendments thereto recorded in the Land Records prior to or subsequent to this Amendment shall be collectively referred to as the "Declaration."

D. Declarant is the owner of the Additional Property and intends to subject that property to the operation and effect of the Declaration as of the date hereof.

NOW, THEREFORE, this Amendment:

1. Declarant subjects the Lots described on Exhibit A and the Common Areas described on Exhibit B to the operation and effect of the Declaration.

60.00
2.00
#06812 C124 R01 T13:17
07/15/93

2. The Community from and after the date hereof shall consist of the land described in Exhibits A and B attached hereto and made a part hereof, the land described in Exhibit A attached to the Original Declaration and the land annexed to the Community by any other previously recorded amendment to the Declaration.

3. The entire Community as hereby expanded now consists of 25 Lots together with Common Areas, all as depicted on the Condominium Plats as defined in the Declaration.

R13112.569
1:10/27/92

4. The Declarant reserves the right to further expand the Community as provided in Article VII of the Declaration.

5. This Amendment to the Declaration as set forth hereinabove shall be effective as of the date of recordation of this Amendment.

WITNESS the hand and seal of Declarant, the day and year first above written.

WITNESS:

LHIW-1 LAND INVESTORS LIMITED PARTNERSHIP

By: LHIW, Inc., a Maryland corporation, general partner

Mona O'Kane

By: Michael S. Cook (SEAL)
Michael S. Cook, President

DECLARANT

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S:

I HEREBY CERTIFY that on this 18th day of June, 1993, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Michael S. Cook, who acknowledged himself to be the President of LHIW, Inc., the general partner of LHIW-1 LAND INVESTORS LIMITED PARTNERSHIP, the Declarant named in the foregoing Amendment to Declaration of Covenants, Easements, Conditions and Restrictions, and that, being authorized to do so, he executed the same on behalf of said limited partnership for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Michelle A. Zippert
Notary Public

MICHELLE A. ZIPPERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1995

AMENDMENT TO DECLARATION OF
COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS
FOR WHISPERING WOODS

EXHIBIT A

Description of the Property

Lots, 22, 23, 24 and 25 as shown on that certain plat prepared by Collinson, Oliff & Associates, Inc. dated February 1991 and recorded in the Land Records of Calvert County in Liber A.B.E. 3, Folio 261.

Lots 26, 27, 28, 29, 30, 31, 32 and 33 as shown on that certain plat prepared by Collinson, Oliff & Associates, Inc. dated February 1991 and recorded in the Land Records of Calvert County in Liber A.B.E. 3, Folio 262.

Lots 62R, 63R, 64R, 65R and 66R as shown on a replatting of part of plat 6 prepared by Collinson, Oliff & Associates, Inc. dated April 1993 and recorded in the Land Records of Calvert County in Liber A.B.E. 4, Folio 153.

Lot 67 as shown on that certain plat prepared by Collinson, Oliff & Associates, Inc. dated November 1991 and recorded in the Land Records of Calvert County in Liber A.B.E. 3, Folio 364.

AMENDMENT TO DECLARATION OF
COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS
FOR WHISPERING WOODS

EXHIBIT B

Description of Common Areas

Recreation Area as shown on that certain plat prepared by Collinson, Oliff & Associates, Inc. dated February 1991 and recorded in the Land Records of Calvert County in Liber A.B.E. 3 Folio 261.

R13112.569
1:10/27/92

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

Grace M. Rymer and Barbara A. Stinnet, Trustees, and Mary Ruth Dunkes, Thomas A. Rymer, James F. Hollinger, Earl Carrick, John F. O'Hara and Mary Ann O'Hara (collectively, the "Beneficiaries"), who are, respectively, the trustees and the beneficiaries under a deed of trust dated September 6, 1989 and recorded among the Land Records of Calvert County, Maryland, in Liber 490 at folios 874, et seq., from Declarant, hereby join in the foregoing Amendment to Declaration for the express purpose of subordinating all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibits A and B of such Amendment to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 24 day of June, 1993.

WITNESS:

Barbi Shields — Grace M Rymer (SEAL)
Grace M. Rymer, Trustee

Patricia A. Moseley — Barbara A. Stinnett (SEAL)
Barbara A. Stinnett, Trustee

Debbie Pelletier — Mary Ruth Dunkes (SEAL)
Mary Ruth Dunkes, Beneficiary

Barbi Shields — Grace M. Rymer Attorney in Fact (SEAL)
Thomas A. Rymer, Beneficiary

Barbi Shields — Grace M. Rymer Attorney in Fact (SEAL)
James F. Hollinger, Beneficiary

R13112.569
1:10/27/92

Barbi Shields — Grace M Rymer (SEAL) Attorney in Fact
Earl Carrick, Beneficiary

Barbi Shields — Grace M. Rymer (SEAL) Attorney in Fact
John P. O'Hara, Beneficiary

Barbi Shields — Grace M. Rymer (SEAL) Attorney in Fac
Mary Ann O'Hara, Beneficiary

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 24 day of June, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Grace M. Rymer, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

LINDA J. HORSMON NOTARY PUBLIC Md. CALVERT

Linda J. Horsmon
Notary Public

My commission expires on 5/1/97.

R13112.569
1:10/27/92

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 1st day of July, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Barbara A. Stinnett Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Patricia A McCoy
Notary Public

My commission expires on 2-20-95.

STATE OF ~~MARYLAND~~ Florida: COUNTY OF Broward : TO WIT:

I HEREBY CERTIFY that on this 28th day of June, ~~1992~~ 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Mary Ruth Dunkes, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as beneficiary for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Frances C. Cady
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 23,1995
~~BONDED THRU GENERAL INS. UND.~~

My commission expires on _____

R13112A.569
1:11/13/92

BOOK 679 PAGE 821

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 24 day of June, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Grace M. Rymer as attorney-in-fact for Thomas A. Rymer, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as attorney-in-fact for Thomas A. Rymer, for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Calvert Co. MD NOTARY PUBLIC HORSMON

Notary Public

My commission expires on 5/1/97

R13112A.569
1:11/13/92

BOOK 679 PAGE 822

STATE OF MARYLAND: COUNTY OF Calvert: TO WIT:

I HEREBY CERTIFY that on this 24 day of June, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Grace M. Rymer as attorney-in-fact for James F. Hollinger, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as attorney-in-fact for James F. Hollinger for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Linda Z. Horsman
Notary Public

Calvert Co. Md. NOTARY PUBLIC LINDA Z. HORSMAN

My commission expires on 5/1/97.

RI3112A.569
1:11/13/92

BOOK 619 PAGE 823

STATE OF MARYLAND: COUNTY OF Calvert; TO WIT:

I HEREBY CERTIFY that on this 24 day of June, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Grace M. Rymer as attorney-in-fact for Earl Carrick, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as attorney-in-fact for Earl Carrick for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Linda Lee Horsman
Notary Public

Calvert Co., Md. NOTARY PUBLIC LINDA LEE HORSMAN

My commission expires on 5/1/97.

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 24 day of June, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Grace M. Rymer as attorney-in-fact for John P. O'Hara, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as attorney-in-fact for John F. O'Hara for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Calvert Co., Md. NOTARY PUBLIC

Notary Public

My commission expires on 5/1/97.

R13112A.569
1:11/13/92

BOOK 6 T9 PAGE 825

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 24 day of June, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Grace M. Rymer as attorney-in-fact for Mary Ann O'Hara, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as attorney-in-fact for Mary Ann O'Hara for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

Calvert Co., Md. NOTARY PUBLIC

My commission expires on 5/1/97.

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

Norma L. Joy as trustee and beneficiary pursuant to an Assignment of Beneficial Interest Under Deed of Trust and Appointment of Substitute Trustees dated May 28, 1993 and recorded among the Land Records of Calvert County, Maryland in Liber A.B.E. 671 at folios 145 et seq. given by RE/Max Country Properties, as beneficiary under a deed of trust dated September 6, 1989 and recorded among the Land Records of Calvert County, Maryland, in Liber A.B.E. 492 at folios 624 et seq,. from Declarant, hereby joins in the foregoing Amendment to Declaration for the express purpose of subordinating all of the respective right, title and interest of the beneficiary and trustees under such deed of trust in and to the real property described in Exhibits A and B of such Amendment to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person name in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the trustee and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary this 28 day of June 1993.

WITNESS:

Susan L. Heaney

Norma L. Joy (SEAL)
Norma L. Joy, Trustee and Beneficiary

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 28 day of June 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Norma L. Joy, Trustee and Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as trustee and beneficiary for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Jennifer L. Heaney
Notary Public

My commission expires on 5-11-97.

NOTARY PUBLIC CALVERT CO.

R13112.569
1:10/27/92

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

Kathleen Boughman and Jody Boughman, Trustees, and Generations III Realty, Inc., a corporation organized and existing under the law of Maryland, who are, respectively, the trustees and the beneficiary under a deed of trust dated September 6, 1989 and recorded among the Land Records of Calvert County, Maryland, in Liber 492 at folios 642, et seq., from Declarant hereby join in the foregoing Amendment to Declaration for the express purpose of subordinating all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibits A and B of such Amendment to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 24th day of June, 1993.

WITNESS:

_____ Kathleen Boughman (SEAL)
Kathleen Boughman, Trustee

_____ _____ (SEAL)
Jody Boughman, Trustee

ATTEST:

Generations III Realty, Inc., a corporation organized and existing under the law of Maryland,

_____ by Kathleen Boughman (SEAL)
Name: Kathleen Boughman
Title: President

R13112.569
1:10/27/92

STATE OF MARYLAND: COUNTY OF PRINCE GEORGE'S : TO WIT:

I HEREBY CERTIFY that on this 24th day of JUNE, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Kathleen Boughman, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Michelle A. Zippert
Notary Public

MICHELLE A. ZIPPERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1995.

My commission expires on

STATE OF MARYLAND: COUNTY OF PRINCE GEORGE'S : TO WIT:

I HEREBY CERTIFY that on this 24th day of JUNE, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Jody Boughman, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Michelle A. Zippert
Notary Public

MICHELLE A. ZIPPERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1995.

My commission expires on

BOOK b 79 PAGE 829

R13112.569
1:10/27/92

STATE OF MARYLAND: COUNTY OF PRINCE GEORGE'S : TO WIT:

I HEREBY CERTIFY that on this 24th day of JUNE, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Kathleen Baughman, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of Generations III Realty, Inc., a corporation organized and existing under the law of MD, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Michelle A. Zippert
Notary Public

MICHELLE A. ZIPPERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1995

My commission expires on

R13112.569
1:10/27/92

WHISPERING WOODS

AMENDMENT TO DECLARATION OF
COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION ("Amendment"), made this 21st day of October, 1993 by LHIW - 1 LAND INVESTORS LIMITED PARTNERSHIP ("Declarant").

INTRODUCTORY STATEMENT

A. By a Declaration of Covenants, Easements, Conditions and Restrictions dated November 19, 1992 and recorded among the Land Records of Calvert County, Maryland (the "Land Records") in Liber 637, folio 737 (the "Original Declaration") Declarant submitted certain property more particularly described in Exhibit A to the Original Declaration to a homeowners' association community (the "Community") pursuant to the Annotated Code of Maryland.

B. Pursuant to Article VII of the Declaration, Declarant reserved for a period of seven (7) years from the date of recording the Original Declaration the right to expand the Community by adding to it certain properties described in Exhibit D to the Original Declaration (the "Future Parcels"). A description of the portion of the Future Parcels that is being annexed to the Community by this Amendment is described on Exhibits A and B attached hereto (the "Additional Property").

C. The Original Declaration together with this Amendment and any other amendments thereto recorded in the Land Records prior to or subsequent to this Amendment shall be collectively referred to as the "Declaration."

D. Declarant is the owner of the Additional Property and intends to subject that property to the operation and effect of the Declaration as of the date hereof.

NOW, THEREFORE, this Amendment:

REC FEE 50.00
ACCAMEN 2.00
CALVERT CO R01 T13:43
11/23/93

1. Declarant subjects the Lots described on Exhibit A and the Common Areas described on Exhibit B to the operation and effect of the Declaration.

2. The Community from and after the date hereof shall consist of the land described in Exhibits A and B attached hereto and made a part hereof, the land described in Exhibit A attached to the Original Declaration and the land annexed to the Community by any other previously recorded amendment to the Declaration.

3. The entire Community as hereby expanded now consists of 97 Lots together with Common Areas, all as depicted on the Condominium Plats as defined in the Declaration.

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4. The Declarant reserves the right to further expand the Community as provided in Article VII of the Declaration.

5. This Amendment to the Declaration as set forth hereinabove shall be effective as of the date of recordation of this Amendment.

WITNESS the hand and seal of Declarant, the day and year first above written.

WITNESS:

LHIW-1 LAND INVESTORS LIMITED PARTNERSHIP

By: LHIW, Inc., a Maryland corporation, general partner

By: _____ (SEAL)
Michael S. Cook, President

DECLARANT

STATE OF MARYLAND, COUNTY OF PRINCE GEORGES :

I HEREBY CERTIFY that on this 26th day of OCTOBER, 1993, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Michael S. Cook, who acknowledged himself to be the President of LHIW, Inc., the general partner of LHIW-1 LAND INVESTORS LIMITED PARTNERSHIP, the Declarant named in the foregoing Amendment to Declaration of Covenants, Easements, Conditions and Restrictions, and that, being authorized to do so, he executed the same on behalf of said limited partnership for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

MICHELLE A. ZIPPERT NOTARY PUBLIC PRINCE GEORGES COUNTY

_____
Notary Public

MICHELLE A. ZIPPERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1995

AMENDMENT TO DECLARATION OF
COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS
FOR WHISPERING WOODS

EXHIBIT A

Description of the Property

Lots 3, 4 and 5 as shown on that certain plat prepared by Collinson, Oliff & Associates, Inc., dated February 1991 and recorded in the Land Records of Calvert County, Maryland in Liber A.B.E. 3, Folio 259.

Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 as shown on that certain plat prepared by Collinson, Oliff & Associates, Inc., dated September 1993 and recorded in the Land Records of Calvert County, Maryland in Liber A.B.E. 4, Folio 233.

Lots 34R, 35R, 36R, 37R, 38R, 39R and 40R as shown on a replatting of plat 4 prepared by Collinson, Oliff & Associates, Inc., dated September 1993 and recorded in the Land Records of Calvert County, Maryland in Liber A.B.E. 4, Folio 234.

Lots 41R, 42R, 43R, 44R, 45R, 46R, 47R, 48R, 49R, 50R, 51R, 52R, 53R and 54R as shown on a replatting of plat 5 section 2 and part of plat 6 section 3 prepared by Collinson, Oliff & Associates, Inc., dated September 1993 and recorded in the Land Records of Calvert County, Maryland in Liber A.B.E. 4, Folio 235.

Lots 55R, 56R, 57R, 58R, 59R, 60R and 61R as shown on a replatting of part of plat 6 and part of plat 7 prepared by Collinson, Oliff & Associates, Inc., dated September 1993 and recorded in the Land Records of Calvert County, Maryland in Liber A.B.E. 4, Folio 236.

Lots 90, 91, 92 and 93 as shown on a replatting of part of plat 7 prepared by Collinson, Oliff & Associates, Inc., dated September 1993 and recorded in the Land Records of Calvert County, Maryland in Liber A.B.E. 4, Folio 237.

Lots 68, 69, 70, 71, 72, 73, 74, 75 and 76 as shown on that certain plat prepared by Collinson, Oliff & Associates, Inc., dated November 1991 and recorded in the Land Records of Calvert County, Maryland in Liber A.B.E. 3, Folio 371.

Lots 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88 and 89 as shown on that certain plat prepared by Collinson, Oliff & Associates, Inc., dated September 1993 and recorded in the Land Records of Calvert County, Maryland in Liber A.B.E. 4, Folio 238.

Lots 94 and 95 as shown on that certain plat prepared by Collinson, Oliff & Associates, Inc., dated September 1993 and recorded in the Land Records of Calvert County, Maryland in Liber A.B.E. 4, Folio 239.

Lots 96 and 97 as shown on that certain plat prepared by Collinson, Oliff & Associates, Inc., dated September 1993 and recorded in the Land Records of Calvert County, Maryland in Liber A.B.E. 4, Folio 240.

AMENDMENT TO DECLARATION OF
COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS
FOR WHISPERING WOODS

EXHIBIT B

Description of Common Areas

Recreation Area as shown on that certain plat prepared by Collinson, Oliff & Associates, Inc., dated February 1991 and recorded in the Land Records of Calvert County, Maryland in Liber A.B.E. 3, Folio 259.

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1:10/27/92

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

Grace M. Rymer and Barbara A. Stinnet, Trustees, and Mary Ruth Dunkes, Thomas A. Rymer, James F. Hollinger, Earl Carrick, John F. O'Hara and Mary Ann O'Hara (collectively, the "Beneficiaries"), who are, respectively, the trustees and the beneficiaries under a deed of trust dated September 6, 1989 and recorded among the Land Records of Calvert County, Maryland, in Liber 490 at folios 874, et seq., from Declarant, hereby join in the foregoing Amendment to Declaration for the express purpose of subordinating all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibits A and B of such Amendment to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 22nd day of November, 1993.

WITNESS:

Grace M. Rymer (SEAL)
Grace M. Rymer, Trustee

Barbara A. Stinnett (SEAL)
Barbara A. Stinnett, Trustee

Mary Ruth Dunkes (SEAL)
Mary Ruth Dunkes, Beneficiary

Grace M. Rymer
ATTORNEY-IN-FACT FOR (SEAL)
Thomas A. Rymer, Beneficiary

Grace M. Rymer
ATTORNEY-IN-FACT FOR (SEAL)
James F. Hollinger, Beneficiary

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Susan O'Hara / Grace M. Rymer ATTORNEY-IN-FACT FOR (SEAL)
Earl Carrick, Beneficiary

Susan O'Hara / Grace M. Rymer ATTORNEY-IN-FACT FOR (SEAL)
John P. O'Hara, Beneficiary

Susan O'Hara / Grace M. Rymer ATTORNEY-IN-FACT FOR (SEAL)
Mary Ann O'Hara, Beneficiary

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 26th day of October 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Grace M. Rymer, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Susan O'Hara
Notary Public

My commission expires on 9-1-96.

R13112.569
1:10/27/92

STATE OF MARYLAND: COUNTY OF PRINCE GEORGE'S : TO WIT:

I HEREBY CERTIFY that on this 18th day of November, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Barbara A. Stinnett Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

MICHELLE A. ZIPPERT NOTARY PUBLIC PRINCE GEORGES CO. MD.

Michelle A. Zippert
Notary Public

MICHELLE A. ZIPPERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1995

My commission expires on ~~My Commission Expires July 1, 1995~~

STATE OF ~~MARYLAND~~ FLORIDA: COUNTY OF Broward : TO WIT:

I HEREBY CERTIFY that on this 20 day of November, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Mary Ruth Dunkes, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as beneficiary for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Deloris L. Curry
Notary Public

My commission expires on

NOTARY PUBLIC STATE OF FLORIDA

OFFICIAL NOTARY SEAL
~~DELORIS L.~~ CURRY
COMMISSION NUMBER
CC321629
MY COMMISSION EXPIRES
OCTOBER 6, 1997

STATE OF MARYLAND: COUNTY OF Calvert: TO WIT:

I HEREBY CERTIFY that on this 26th day of October 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Grace M. Rymer as attorney-in-fact for Thomas A. Rymer, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as attorney-in-fact for Thomas A. Rymer, for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Susan D. Yates
Notary Public

My commission expires on 9-1-96.

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 26th day of October, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Grace M. Rymer as attorney-in-fact for James F. Hollinger, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as attorney-in-fact for James F. Hollinger for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Susan Owens
Notary Public

My commission expires on 9-1-96.

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1:11/13/92

LIBER 706 PAGE 820

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 26th day of October, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Grace M. Rymer as attorney-in-fact for Earl Carrick, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as attorney-in-fact for Earl Carrick for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Susan A. Evans
Notary Public

My commission expires on 9-1-96.

STATE OF MARYLAND: COUNTY OF Calvert : TO WIT:

I HEREBY CERTIFY that on this 26th day of October, 1992, before me, a Notary Public for the state and county aforesaid, personally appeared Grace M. Rymer as attorney-in-fact for John P. O'Hara, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as attorney-in-fact for John P. O'Hara for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Susan O. Evans
Notary Public

My commission expires on 9-1-96.

Addendum No.

ADDENDUM TO SALES CONTRACT FOR SINGLE FAMILY HOMES - NOTICE

(Must Be Used In All Cases Involving The Initial Sale of Lots In A Development Containing More Than 12 Lots)

The Sales Contract for Single Family Homes is hereby amended by addition of the following which is incorporated in the

Contract between _____ Seller and

_____ Purchaser, dated _____, for the sale of

Lot Number _____, Block _____, Subdivision : WHISPERING WOODS

Address _____

NOTICE TO THE PURCHASER PURSUANT TO MARYLAND HOMEOWNERS ASSOCIATION ACT

THIS SALE IS SUBJECT TO THE REQUIREMENTS OF THE MARYLAND HOMEOWNERS ASSOCIATION ACT (THE "ACT"). THE ACT REQUIRES THAT THE SELLER DISCLOSE TO YOU AT OR BEFORE THE TIME THE CONTRACT IS ENTERED INTO, OR WITHIN 7 CALENDAR DAYS OF ENTERING INTO THE CONTRACT, CERTAIN INFORMATION CONCERNING THE WHISPERING WOODS DEVELOPMENT IN WHICH THE LOT YOU ARE PURCHASING IS LOCATED. THE CONTENT OF THE INFORMATION TO BE DISCLOSED IS SET FORTH IN SECTION 11 B-105(b) OF THE ACT (THE "MHAA INFORMATION") AS FOLLOWS:

11B-105(b) THE VENDOR SHALL PROVIDE THE PURCHASER WITH THE FOLLOWING INFORMATION IN WRITING:

(1) (i) THE NAME, PRINCIPAL ADDRESS, AND TELEPHONE NUMBER OF THE VENDOR AND OF THE DECLARANT, IF THE DECLARANT IS NOT THE VENDOR (THE "DECLARANT" MEANS ANY PERSON OR ENTITY WHO SUBJECTS PROPERTY TO A DECLARATION THAT CREATES THE AUTHORITY FOR A HOMEOWNERS ASSOCIATION TO IMPOSE ANY MANDATORY FEE FOR PROVIDING SERVICES FOR THE BENEFIT OF SOME OR ALL OF THE LOTS, THE OWNERS OR OCCUPANTS OF LOTS, OR THE COMMON AREAS.):

The vendor (and Declarant) is LHIW-1 Land Investors Limited Partnership, a Maryland limited partnership whose address is 9811 Mallard Drive, Suite 213, Laurel, MD 20708-3143. The telephone number is: (301) 725-0200.

(ii) IF THE VENDOR IS A CORPORATION OR PARTNERSHIP THE NAME(S) AND ADDRESSE(S) OF THE PRINCIPAL OFFICERS OF THE CORPORATION, OR GENERAL PARTNERS OF THE PARTNERSHIP:

LHIW, INC. is general partner of LHIW-1 LAND INVESTORS LIMITED PARTNERSHIP, the vendor and Declarant. Michael S. Cook is the President of LHIW, INC. whose address is 9811 Mallard Drive, Suite 213, Laurel Maryland 20708-3143. The telephone number is (301) 725-0200.

(2) (i) THE NAME, IF ANY, OF THE HOMEOWNERS ASSOCIATION; AND

(ii) IF INCORPORATED, THE STATE IN WHICH THE HOMEOWNERS ASSOCIATION IS INCORPORATED AND THE NAME OF THE MARYLAND RESIDENT AGENT:

The Whispering Woods Homeowners Association, a non-stock corporation, organized and existing under the laws of Maryland ("the Association"), is the Community's governing entity. The resident agent in Maryland for the Association is Michael S. Cook (c/o LHIW, Inc.).

(3) A DESCRIPTION OF:

(i) THE LOCATION AND SIZE OF THE DEVELOPMENT, INCLUDING THE MINIMUM AND MAXIMUM NUMBER OF LOTS CURRENTLY PLANNED OR PERMITTED, IF APPLICABLE, WHICH MAY BE CONTAINED WITHIN THE DEVELOPMENT;

The Whispering Wood Subdivision (the "Community"), when fully developed, will consist of at least eighty-nine (89) lots ("lots") and at most ninety-seven (97) Lots improved or to be improved with single family detached dwellings and open space, green areas ("the Common Areas"). The Common Areas will be owned and operated for the private and exclusive use and enjoyment of the lot owners (the "Owners") and their families and guests.

(ii) ANY PROPERTY OWNED BY THE DECLARANT OR THE VENDOR CONTIGUOUS TO THE DEVELOPMENT WHICH IS TO BE DEDICATED TO PUBLIC USE;

LHIW-1 LAND INVESTORS LIMITED PARTNERSHIP (the "Vendor" and/or the "Declarant") owns the following property contiguous to the Community which is or may be dedicated to public use: 40.98 acres adjacent to the Calvert County Community College, which is between a stream and the college.

(4) IF THE DEVELOPMENT IS OR WILL BE WITHIN OR A PART OF ANOTHER DEVELOPMENT, A GENERAL DESCRIPTION OF THE OTHER DEVELOPMENT;

The Community will not be part of another development.

(5) IF THE DECLARANT HAS RESERVED IN THE DECLARATION THE RIGHT TO ANNEX ADDITIONAL PROPERTY TO THE DEVELOPMENT, A DESCRIPTION OF THE SIZE AND LOCATION OF THE ADDITIONAL PROPERTY AND THE APPROXIMATE NUMBER OF LOTS CURRENTLY PLANNED TO BE CONTAINED IN THE DEVELOPMENT, AS WELL AS ANY TIME LIMITS WITHIN WHICH THE DECLARANT MAY ANNEX SUCH PROPERTY;

All land which was to be made a part of the development has been acquired. There are 97 lots in the development, and no additional lots are planned, nor is there any plan to annex any additional property to the development.

(6) A COPY OF THE FOLLOWING IS ATTACHED HERETO AND MADE A PART HEREOF:

(i) THE ARTICLES OF INCORPORATION, THE DECLARATION, AND ALL RECORDED COVENANTS AND RESTRICTIONS OF THE PRIMARY DEVELOPMENT, AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER'S TENANTS, IF APPLICABLE; AND

(ii) THE BYLAWS AND RULES OF THE PRIMARY DEVELOPMENT AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER AND THE OWNER'S TENANTS, IF APPLICABLE.

(7) A DESCRIPTION OR STATEMENT OF ANY PROPERTY WHICH IS CURRENTLY PLANNED TO BE OWNED, LEASED OR MAINTAINED BY THE HOMEOWNERS ASSOCIATION;

The following property will be leased, maintained or owned by the Association: (a) a recreation area with park, tennis courts, a tot lot, and other amenities, (b) an open space and (c) a storm water management area, all as shown on the Community Plat.

(8) A COPY OF THE ESTIMATED PROPOSED OR ACTUAL ANNUAL BUDGET FOR THE HOMEOWNERS ASSOCIATION FOR THE CURRENT FISCAL YEAR, INCLUDING A DESCRIPTION OF THE REPLACEMENT RESERVES FOR COMMON AREA IMPROVEMENTS, IF ANY, AND A COPY OF THE CURRENT PROJECTED BUDGET FOR THE HOMEOWNERS ASSOCIATION BASED UPON THE DEVELOPMENT FULLY EXPANDED IN ACCORDANCE WITH EXPANSION RIGHTS CONTAINED IN THE DECLARATION:

A copy of the proposed budget for the Association for the current fiscal year, including a description of the replacement reserves for common area improvements, if any, and a proposed budget for the Community as fully expanded are attached hereto.

(9) A STATEMENT OF CURRENT OR ANTICIPATED MANDATORY FEES OR ASSESSMENTS TO BE PAID BY OWNERS OF LOTS WITHIN THE DEVELOPMENT FOR THE USE, MAINTENANCE, AND OPERATION OF COMMON AREAS AND FOR OTHER PURPOSES RELATED TO THE HOMEOWNERS ASSOCIATION AND WHETHER THE DECLARANT OR VENDOR WILL BE OBLIGATED TO PAY THE FEES IN WHOLE OR IN PART;

The current fees or assessments to be paid by Owners for the use, maintenance and operation of the Common Areas is anticipated to be $240.00 per calendar year. The fees will be used to pay current or capital expenses of the Association and to create adequate reserves for the maintenance, repair and replacement of the Common Areas.

No assessment may be levied against any lot owned by the Declarant, and any assessment levied against any lot owned by a Builder shall be in an amount equal to twenty-five percent (25%) of the amount which the assessment would otherwise be if another person were the Owner until the earlier to occur of (A) the date on which such lot ceases to be owned by the Builder, or (B) the issuance by the County of a Certificate of Occupancy for the Dwelling hereafter constructed on the lot.

(10) (i) A BRIEF DESCRIPTION OF ZONING AND OTHER LAND USE REQUIREMENTS AFFECTING THE DEVELOPMENT; OR

(ii) A WRITTEN DISCLOSURE OF WHERE THE INFORMATION IS AVAILABLE FOR INSPECTION;

The Community is zoned RUR and is in a Transfer Overlay District. The Zoning and other Land Use Requirements affecting the Community can be found on the Community Plat and in the Zoning Regulations for Calvert County, Maryland.

(11) THE PROCEDURES FOR LEVYING ASSESSMENTS ARE LISTED IN THE FOLLOWING PORTIONS OF THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (THE "DECLARATION"), A COPY OF WHICH IS PROVIDED HEREWITH:

a. When the first assessment will be levied (Section 3 of Article VI.)
b. Procedure for increasing or decreasing Assessments (Section 6 of Article VI.)
c. How fees and Assessments or delinquent charges will be collected (Article VI.)
d. Lot Owner's personal liability for Assessments (Section 7 of Article VI.)
e. Interest on unpaid Assessments (Section 10 of Article VI.)
f. Application of the Maryland Contract Lien Act (Section 9 of Article VI.)
g. Owner's liability for attorney's fees, late fees and costs of the Association in obtaining recovery of unpaid Assessments (Section 9 of Article VI.)

(12) IF ANY SUMS OF MONEY ARE TO BE COLLECTED AT SETTLEMENT FOR CONTRIBUTION TO THE HOMEOWNERS ASSOCIATION OTHER THAN PRORATED FEES OR ASSESSMENTS, A STATEMENT OF THE AMOUNT TO BE COLLECTED AND THE INTENDED USE OF SUCH FUNDS;

Charges to be collected at settlement for operating reserves or other Association charges will be determined prior to settlement, based upon the pro-rated Annual Assessment then in effect. Other sums of money to be collected at settlement will be in the amount of $40.00 to cover working capital assessment pursuant to Article VI, Section 2 (b)(iii) of the Declaration.

(13) MATTERS PERTAINING TO THE SPECIAL RIGHTS OR EXEMPTIONS OF THE DECLARANT AND THE VENDOR ARE LISTED IN THE FOLLOWING PORTIONS OF THE DECLARATION:

a. Rights of the Declarant/Vendor to conduct construction activities within the development (Section 8 of Article IX of the Declaration.)

b. Declarant's and Vendor's rights to pay reduced Homeowners Association Fees Assessments (Section 4 of Article VI of the Declaration.)

c. Declarant's/Vendor's exemptions from use restrictions or architectural control provisions contained in the Declaration (Section 11 of Article VIII.)

d. Provisions by which the Declarant or Vendor intends or has a right to maintain control over the Homeowners Association (See Article V.)

IF YOU HAVE NOT RECEIVED ALL OF THE MHAA INFORMATION FIVE (5) CALENDAR DAYS OR MORE BEFORE ENTERING INTO THE CONTRACT, YOU HAVE FIVE (5) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING ALL OF THE MHAA INFORMATION. YOU MUST CANCEL THE CONTRACT IN WRITING, BUT YOU DO NOT HAVE TO STATE A REASON. THE SELLER MUST ALSO PROVIDE YOU WITH NOTICE OF ANY CHANGES IN MANDATORY FEES EXCEEDING 10% OF THE AMOUNT PREVIOUSLY STATED TO EXIST AND COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE INFORMATION PROVIDED TO YOU. YOU HAVE THREE (3) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING NOTICE OF ANY CHANGES IN MANDATORY FEES, OR COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE MHAA INFORMATION WHICH ADVERSELY AFFECTS YOU. IF YOU DO CANCEL THE CONTRACT YOU WILL BE ENTITLED TO A REFUND OF ANY DEPOSIT YOU MADE ON ACCOUNT OF THE CONTRACT. HOWEVER, UNLESS YOU RETURN THE MHAA INFORMATION TO THE SELLER WHEN YOU CANCEL THE CONTRACT, THE SELLER MAY KEEP OUT OF YOUR DEPOSIT THE COST OF REPRODUCING THE MHAA INFORMATION OR $100, WHICH EVER AMOUNT IS LESS.

BY PURCHASING A LOT WITHIN THIS DEVELOPMENT YOU WILL AUTOMATICALLY BE SUBJECT TO VARIOUS RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS, INCLUDING THE OBLIGATION TO PAY CERTAIN ASSESSMENTS TO THE HOMEOWNERS ASSOCIATION WITHIN THE DEVELOPMENT. THE LOT YOU ARE PURCHASING MAY HAVE RESTRICTION ON:

(1) ARCHITECTURAL CHANGES, DESIGN, COLOR, LANDSCAPING, OR APPEARANCE;
(2) OCCUPANCY DENSITY;
(3) KIND. NUMBER, OR USE OF VEHICLES;
(4) RENTING, LEASING, MORTGAGING, OR CONVEYING PROPERTY;
(5) COMMERCIAL ACTIVITY; OR
(6) OTHER MATTERS.

YOU SHOULD REVIEW THE MHAA INFORMATION CAREFULLY TO ASCERTAIN YOUR RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS WITHIN THE DEVELOPMENT.

Seller:
LHIW-I LAND INVESTORS
LIMITED PARTNERSHIP
By: LHIW, Inc., General Partner successor to
MSCA, Inc. (Formerly known as
Michael S. Cook & Associates, Inc.)

BY:_____
Michael S. Cook, President

_____
Date

_____
PURCHASER:

_____
PURCHASER:

_____
Date