



The Management Group Associates, Inc.

A FULL SERVICE PROFESSIONAL PROPERTY MANAGEMENT COMPANY

July 3, 2018

Dear Homeowner:

Enclosed is some information that will help you to comply with Section 11B-106 of the "Maryland Homeowners Association Act."

This Act requires you, as the Seller of your property, to provide the purchaser certain information at the time of contract. The package provides you with some of the information required but does not completely fulfill the requirements of the Act. Your realtor or attorney can assist you in meeting all of your disclosure obligations.

This information pertains to the Community Services Association only, and does not fulfill the requirements of the Maryland Condominium Act. If you live in Longmead Crossing Condominium or Wintergate at Longmead Condominium, you should contact the Condominium management agent to request documents pertaining to the Condominium. We wish you the best of luck in your new home and thank you for allowing us the opportunity to be of service.

Best Wishes,

The Management Group Associates

Property Address: 2624 Tabiona Circle, Silver Spring, MD 20906

Homeowners Association's Legal Name: Longmead Crossing Community Services Association

As of the date of this letter:

Current fees or assessment: \$65.40 per month

Account Balance: \$0.00 due as of June 30, 2018.

This balance may not be accurate as of the date of settlement. Please contact TMGA's Accounting Department prior to the settlement date to verify the actual balance.

The fiscal year for the Association runs from January 1 to December 31.

The Management Group Associates charges all new homeowners a \$150.00 setup fee. This fee is usually collected during settlement by the title company conducting the transfer of the property. If the title company does not collect this fee, the new homeowner will be billed.

Please note that TMGA may be deemed a debt collector. Any information obtained from communication with our office may be used for that purpose.

20440 Century Boulevard • Suite 100 • Germantown, Maryland 20874

(301) 948-6666 • 1-800-536-TMGA (8642) • FAX (301) 948-6663

E-Mail: tmgainc@tmgainc.com / www.TMGAInc.com



The name, address and telephone number of the management agent for the Association is:

The Management Group Associates
20440 Century Boulevard, Suite 100
Germantown, Maryland 20874
(301) 948-6666

The following person is authorized by the Association to provide information to the public regarding the Association:

Ruchita Patel & Tom Van Pelt, Property Managers, The Management Group Associates

The following documents are enclosed for your transmittal to the purchasers:

- Declaration of Covenants, Conditions and Restrictions
- By-Laws
- Architectural Guidelines
- Delinquency Collection Procedures
- Vehicle Rules
- Pet Rules
- Other: 2018 Budget

The following is a list of architectural or maintenance violations which were existing on this home as of the most recent inspection. Note, this list may not include all of the architectural or maintenance violations. The buyer of the home should be aware that he/she is responsible for ensuring that the property complies with all Architectural Standards and Guidelines, legal documents, and maintenance standards for Longmead Crossing Community Services Association, regardless of whether these violations existed on the home prior to the date of settlement.

1. Please repair the shutters on the home.
2. Please repaint the faded shutters on the home.
3. Please repair and repaint the wood trim on the home (roof of bay window).
4. Please repair the window screen(s) on your home (rear sliding glass doors).
5. Please remove the concrete pavers and other items in rear yard.
6. Please reseed the dead or bare patches of grass in your yard (rear yard)
7. Please repair and repaint the wood trim on the home (primarily rear of home).

If you have questions regarding the items noted above, please contact Tom VanPelt.

**Due to the time sensitive nature of the information provided, this resale certificate is invalid 30 days from the date listed above.*



**LONGMEAD CROSSING
COMMUNITY SERVICES ASSOCIATION**

LEGAL DOCUMENTS

- ◆ Articles of Incorporation
- ◆ Declaration of Covenants
- ◆ Bylaws



LEA 0489 000675

ARTICLES OF INCORPORATION
OF
LONGLEAD CROSSING COMMUNITY SERVICES ASSOCIATION, INC.

approved and received for record by the State Department of Assessments and Taxation
of Maryland January 11, 1984 at 9:33 o'clock A.M. as in conformity
with law and ordered recorded.

Recorded in Liber 1629, folio 000353, one of the Charter Records of the State
Department of Assessments and Taxation of Maryland.

Books tax paid \$ 20.00 Recording fee paid \$ 34.00 Special Fee paid \$ _____

To the clerk of the _____ circuit Court of Montgomery County

IT IS HEREBY CERTIFIED, that the within instrument, together with all indorsements thereon, has
been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.

David W. Fisher



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ARTICLES OF INCORPORATION

LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION, INC.

THIS IS TO CERTIFY:

That I, Richard F. Stefanelli, whose post office address is 8485 Fenton Street, Suite 200, Silver Spring, Maryland 20910, being at least twenty-one (21) years of age, do hereby declare myself as Incorporator with the intention of forming a corporation under and by virtue of the General laws of the State of Maryland, and for such purposes do hereby make, execute and adopt the following Articles of Incorporation:

ARTICLE I. The name of the Corporation shall be; LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION, INC.

ARTICLE II. The period of existence and the duration of the life of this Corporation shall be perpetual.

ARTICLE III. The principal office for the transaction of business of this Corporation shall initially be located in the County of Montgomery, State of Maryland, at:

c/o Pulte Home Corporation
Suite 200
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

The following named person shall be designated as the statutory resident agent of this Corporation, and said resident agent is a citizen and actual resident of the State of Maryland:

Louis S. Pettey
Suite 300
8485 Fenton Street
Silver Spring, Maryland 20910

CLERK'S OFFICE
MONTG. CO., MD.

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ARTICLE IV. The general purposes for which this Corporation is formed, and business or objects to be carried on and promoted by it are as follows:

(1) to organize and operate a corporation, no part of the net earnings of which is to inure to the benefit of any member or any other individual; and

(2) pursuant to and in a manner consistent with a certain Declaration relating thereto and heretofore recorded among the Land Records for Montgomery County, Maryland, to acquire and to own and to provide for the maintenance, operation and management of certain open spaces and other common areas and community facilities located within a certain residential community in Montgomery County, Maryland known as Longmead Crossing (hereinafter sometimes referred to as the "project") and to exercise certain other functions with respect to the residential and other property located therein; and

(3) To engage in, conduct and carry on any other lawful purposes or business and to do any other thing that, in the judgment of the Board of Directors of the Corporation, may be deemed to be calculated, directly or indirectly, to effectuate or facilitate the transaction of the non-profit purposes or business of this Corporation, or any of them, or any part thereof, or to enhance the value of its property, business or rights; and

(4) to conduct any business and to do anything permitted by the provisions of Section 2-103 of the Corporations and Associations Article, Annotated Code of Maryland (1975 Repl. Vol.), as amended from time to time.

For the general purposes aforesaid, this Corporation shall have the following powers:

(a) to construct, improve, maintain, operate and to buy, own, sell, convey, assign, mortgage or lease any real estate and any personal property necessary or incident to the furtherance of the non-profit business of this Corporation; and

(b) with the consent of not less than two-thirds (2/3) of the then Class A members, to borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, to secure the same by mortgage, deed of trust, pledge, or other lien; and

(c) to enter into any kind of activity, and to perform and carry out contracts of any kind necessary to, or in conjunction with, or incidental to the accomplishment of the non-profit purposes or business of this Corporation; and

(d) to make patronage refunds to members as provided for in the By-Laws of the Corporation;

(e) insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the business of this Corporation or the common benefit of its members and to do everything necessary, proper, advisable, or convenient for the accomplishment of the foregoing purposes, and to do all other things incidental to them or connected with them that are not forbidden by law or by these Articles of Incorporation.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this Corporation, and the enjoyment of the exercise thereof, as conferred by the General Laws of the State

of Maryland. The provisions of subparagraphs (a) through (e), both inclusive, of this Article shall not be construed as purposes, but shall be construed as independent powers and the matters expressed in each such provision shall not, unless otherwise expressly provided, be limited by reference to, or inference from any other provision of this Article. The enumeration of specific powers shall not be construed as limiting or restricting in any manner either the meaning of general terms used in any of such provisions or the scope of the general powers of the Corporation; nor shall the expression of one thing in any of those provisions be deemed to exclude another not specifically expressed, although it be of like nature.

This Corporation may carry out its purposes and exercise its powers in any State, territory, district or possession of the United States, or in any foreign country, to the extent that these purposes and powers are not forbidden by the law of such State, territory, district or possession of the United States, or by such foreign country; and this Corporation may limit the purpose or purposes that it proposes to carry out or the powers it proposes to exercise in any application to do business in any such State, territory, district or possession of the United States, or any such foreign country.

ARTICLE V. This Corporation shall be without capital stock and will not be operated for profit. This Corporation does not contemplate the distribution of gains, profits and dividends to any of its members. The members of this Corporation shall not be personally liable for the debts, liabilities or obligations of this Corporation.

ARTICLE VI. The Corporation shall have three classes of voting membership:

(a) Class A. Class A members shall be all Owners except the Class C Member. Class A Members shall be entitled to one vote for each Lot owned except an owner of a Lot on which a Multi-Family Rental Structure is constructed shall be entitled to one vote for each occupied Living Unit within such structure.

(b) Class B. Class B Members shall be all occupants of Living Units. Class B Members shall have one vote for the Living Unit they occupy.

(c) Class C. The Class C Member shall be the Developer who shall have 2,800 votes less the number of Class B votes outstanding at the time a vote is taken.

The Class C Membership and the Class C voting rights shall cease upon the earlier of the following events: when the total number of Class B votes equals the total number of Class C votes or on December 31, 1990. Thereafter, the Developer shall have Class A membership rights for each Lot it may own.

(d) Exercise of Vote. The vote for any membership, which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

Any person or entity qualifying as a member of more than one voting class, may exercise those votes to which he is entitled for each such class of membership.

If less than twenty-five percent (25%) of the outstanding Class A and Class B votes are cast in an election for any elective office, the Board of Directors may declare the results of such election invalid and elect a Member to fill such office.

The members of this Corporation shall have no preemptive rights, as such members, to acquire any memberships of this Corporation that may at any time be issued by this Corporation except as may be specifically provided in this Article.

The property, voting and other rights and privileges of membership, the liability of each member for assessment by this Corporation, and the method of collection thereof, shall be as set forth in the Declaration hereinabove referred to and in the By-Laws of this Corporation.

ARTICLE VII. The Corporation shall have a lien on the outstanding Class A memberships in order to secure payment of any sums which shall be due or become due to the Corporation from the holders thereof for any reason whatsoever.

ARTICLE VIII. In the event any Class A member sells, assigns or otherwise transfers of record the fee interest in any lot in which he holds the interest required for Class A membership (whether voluntarily or by operation of law), such member shall, at the same time, assign the Class A membership appurtenant to said lot to the transferee of the lot and deliver it to him for transfer on the books of the Corporation. The foregoing requirement shall not obtain in the event a lot is transferred as aforesaid merely as

security for the performance of an obligation. Except as provided in this Article, Class A membership shall not be transferable.

ARTICLE IX. The number of Directors of this Corporation shall not be less than three (3). The Directors need not be residents of the State of Maryland. The name and post office addresses of the Directors who shall act as such until the first annual meeting of the members, or until such time as their successors are duly chosen and qualified, are as follows:

<u>Name</u>	<u>Address</u>
Anthony M. Natelli	10220 River Road Potomac, Maryland 20854
Thomas DeFlavis	Suite 200 11120 New Hampshire Avenue Silver Spring, Maryland 20904
Shirley Jasch	Suite 200 11120 New Hampshire Avenue Silver Spring, Maryland 20904

The qualifications, powers, duties and tenure of the office of Director and the manner by which Directors are to be chosen shall be as prescribed and set forth in the By-Laws of the Corporation. Officers of the Corporation shall be elected and shall serve as provided for in said By-Laws.

ARTICLE X. The Corporation shall provide any indemnification required or permitted by the General Laws of the State of Maryland and shall indemnify directors, officers, agents and employees as follows:

- (1) The Corporation shall indemnify any director or officer of the Corporation who was or is a party or is

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threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was such director or officer or any employee or agent of the Corporation, or is or was serving at the request of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

(2) The Corporation shall indemnify any director or officer of the Corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was such a director or officer or any employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such

action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which such court shall deem proper.

(3) To the extent that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expense (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in paragraph 4 of this Article.

(4) Any indemnification under paragraphs 1 or 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs 1 or 2 of this Article. Such determination shall be made (a) by the Board of Directors of the Corporation by a majority

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vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, if such quorum of disinterested directors so directs, by independent legal counsel (who may be regular counsel for the Corporation) in a written opinion; and any determination so made shall be conclusive.

(5) Expense incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this section.

(6) Agents and employees of the Corporation who are not directors or officers of the Corporation may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Directors of the Corporation.

(7) Any indemnification pursuant to this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI. No contract or other transaction between this Corporation and any other corporation and no act of this Corporation shall in any way be affected or invalidated

by the fact that any of the directors of this Corporation are pecuniarily or otherwise interested in, or are directors or officers of, such other corporation; any directors individually, or any firm of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Corporation, provided that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors; and any director of this Corporation who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Corporation, which shall authorize any such contract or transaction and may vote thereat to authorize any such contract or transaction; provided, however, that the contract or transaction must be ratified by an affirmative vote of a majority of the disinterested directors, although it is not necessary that the number of disinterested directors constitute a quorum.

ARTICLE XII. Subject to the limitations set forth in these Articles of Incorporation, the By-Laws of the Corporation and the Declaration hereinabove referred, this Corporation reserves the right from time to time, to amend, alter or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation.

ARTICLE XIII. As used in these Articles of Incorporation, the expression "Declarant" shall mean and

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refer to the Declarant, whether one or more, named in a certain Declaration dated the 27th day of December, 1983, and recorded the 28th day of December, 1983, in Liber 6270 at Folio 725 among the Land Records for Montgomery County, Maryland. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 30th day of December, 1983.

Audrey G. Carter
 Audrey G. Carter (as to RFS)
 STATE OF MARYLAND
 COUNTY OF MONTGOMERY

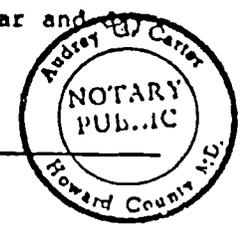
Richard F. Stefanelli (SEAL)
 Richard F. Stefanelli

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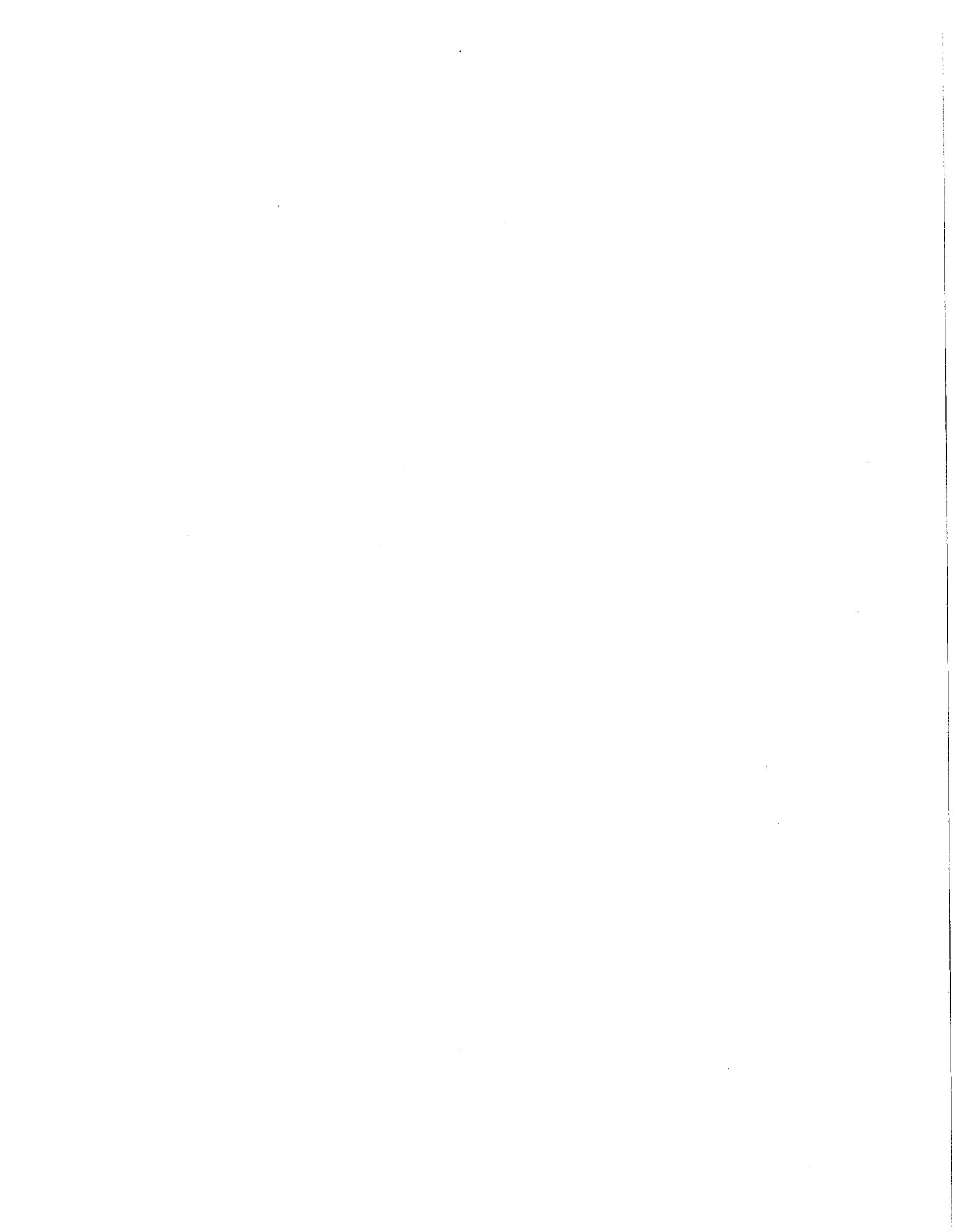
BE IT REMEMBERED, that on this 30th day of December, 1983, personally appeared before me, the subscriber, a state aforesaid, Notary Public in and for the County of Howard and/ Richard P. Stefanelli, party to the foregoing Articles of Incorporation, known personally to me as such (or satisfactorily proven), and I having first made known to him the contents of said Articles of Incorporation, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, and he acknowledged the facts herein stated to be true as set forth therein.

GIVEN under my hand and Notarial Seal the year and first above written.

Audrey G. Carter
 Notary Public
 Audrey G. Carter



My Commission Expires: July 1, 1986



BY-LAWS

LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of this Association is as follows:

LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION, INC.

Its principal office and mailing address is initially located at:

c/o Pulte Home Corporation
Suite 200
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

ARTICLE II

Definitions

Section 1. Declarant. "Declarant", as used herein, shall have the same meaning as that expression is defined to have in the Declaration.

Section 2. The Project. The "project" as used herein, means that certain community being developed by the Declarant in Montgomery County, Maryland known as LONGMEAD CROSSING.

Section 3. Declaration. "Declaration" as used herein, means that certain Declaration made by the Declarant on the 27th day of December, 1983, in Liber 6270 at folio 725, among the Land Records for Montgomery County, Maryland.

Section 4. Mortgagee. "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the lots. "Mortgagee", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in these By-Laws, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in these By-Laws, the term "institutional Mortgagee" or institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, mutual savings banks, credit unions, trusts, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in these By-Laws the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 5. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

ARTICLE III

Membership

Section 1. Membership. The Corporation shall have three classes of voting membership:

Class A. Class A members shall be all Owners except the Class C Member. Class A Members shall be entitled to one vote for each Lot owned except an owner of a Lot on which a Multi-Family Rental Structure is constructed shall be entitled to one vote for each occupied Living Unit within such structure.

Class B. Class B Members shall be all occupants of Living Units. Class B Members shall have one vote for the Living Unit they occupy.

Class C. The Class C Member shall be the Developer who shall have 2,800 votes less the number of Class B votes outstanding at the time a vote is taken.

The Class C Membership and the Class C voting rights shall cease upon the earlier of the following events: when the total number of Class B votes equals the total number of Class C votes or on December 31, 1990. Thereafter, the Developer shall have Class A membership rights for each Lot it may own.

Exercise of Vote. The vote for any membership, which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

Any person or entity qualifying as a member of more than one voting class, may exercise those votes to which he is entitled for each such class of membership.

If less than twenty-five percent (25%) of the outstanding Class A and Class B votes are cast in an election for any elective office, the Board of Directors may declare the results of such election invalid and elect a Member to fill such office.

The members of this Corporation shall have no preemptive rights, as such members, to acquire any memberships of this Corporation that may at any time be issued by this Corporation except as may be specifically provided in this Article.

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Section 2. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Association is organized under the laws of the State of Maryland, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the lot to which such membership is appurtenant. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and shall be sealed with the corporate seal. Such signatures and seal may be original or facsimile.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of the fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association on account of the issuance of such new certificate.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association each Class A member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the members an amount equal to that proportion of such assets which the number of Class A memberships held by such member bears to the total number of Class A memberships of the Association then issued and outstanding.

ARTICLE IV

Meeting of Members

Section 1. Place of Meeting. Meetings of the memberships shall be held at the principal office or place of business of the Association or at such other suitable place within the State of Maryland which is reasonably convenient to the membership and as may from time to time be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at such time and place as may be designated by the Board of Directors;

provided, however that the first annual meeting of members shall be held within one (1) year from the date of filing of the Articles of Incorporation of the Association with the State Department of Assessments and Taxation of Maryland. Thereafter, the annual meetings of the members shall be held during the month of March of each succeeding year. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Article V of these By-Laws. The members may also transact such other business as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by at least twenty percent (20%) of each class of the then members, having been presented to the Secretary; provided, however, that no special meetings shall be called, except upon resolution of the Board of Directors, prior to the first annual meeting of members as hereinabove provided for. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership books of the Association or, if no such address appears, at his last known place of address, at least ten (10) but not more than ninety (90) days prior to such meeting. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof. Notice of any annual or special meeting of the members of the Association may also be waived by any member either prior to, at or after any such meeting. In addition hereto, notice of meetings shall be given in accordance with any State or County "Sunshine" Law requiring notice of meetings to members. In the event the provisions of any such law and the provisions of this paragraph conflict, compliance with the applicable law shall constitute full compliance with the terms hereof.

Section 5. Roster of Membership. The Board of Directors of the Association shall maintain a current roster of the names and addresses of each member to which written notice of meetings of the members of the Association shall be delivered or mailed. Each lot owner shall furnish the Board of Directors with his name and current mailing address.

Section 6. Quorum. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold twenty-five percent (25%) of the outstanding votes of each voting Class. "Quorum of Owners" shall mean and refer to the representation by presence or proxy of seventy-five percent (75%) of the outstanding class A votes and the

representation by presence or proxy of the Class C votes so long as it shall exist. A Quorum of Owners shall be required in order to conduct an Annual Meeting, elect a Board of Directors, Amend the Declaration, Articles of Incorporation or these Bylaws, or as otherwise required by the Declaration. For all other matters, a Quorum of Members shall be required.

Section 7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 8. Voting. At every meeting of the members, each Class A member shall have the right to cast one (1) vote for each Class A membership which he owns on each question. Each Class B member shall have the right to cast one (1) vote for each Class B membership which he owns on each question. The Class C member shall cast those votes in an amount equal to 2,800 votes less the number of Class B votes eligible to be cast. The vote of the members representing fifty-one percent (51%) of the total of votes of the membership present at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary or an Assistant Secretary of the Association, prior to or during the meeting. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 9. Proxies. A member may appoint any other member or the Declarant or the Management Agent as his proxy. In no case may any member (except the Declarant or the Management Agent) cast more than one (1) vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the member; provided, however, that no proxy shall be effective for a period in excess of one hundred eighty (180) days unless granted to a mortgagee or lessee of the lot to which the votes are appurtenant.

Section 10. Right of Mortgagees. Any institutional mortgagee of any lot who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meeting of the members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the members upon request made in writing to the Secretary.

Section 11. Order of Business. The order of business at all regularly scheduled meetings of the members shall be as follows:

- (a) Roll call and certificate of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of minutes of preceding meeting, if any.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of directors.
- (j) Adjournment.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 12. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the members shall be determined by the Chairman of such meeting.

Section 13. Inspectors of Election. The Board of Directors may, in advance of any annual or special meeting of the members appoint an uneven number of one or more inspectors of election to act at the meeting and at any adjournment thereof. In the event inspectors are not so appointed, the Chairman of any annual or special meeting of members shall appoint such inspectors of election. Each inspector so appointed, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector of election at such meeting. The oath so taken shall be filed with the Secretary of the Association. No officer or Director of the Association, and no candidate for Director of the Association, shall act as an inspector of election at any meeting of the members if one of the purposes of such meeting is to elect Directors.

ARTICLE V

Directors

Section 1. Number and Qualifications. The affairs of the Association shall be governed by the Board of Directors composed of an uneven number of at least three (3) natural persons and not more than nine (9) natural persons, a majority of whom (after the lapse of all of the Class C memberships as provided in Article III of these By-Laws) shall be Class A members of the Association. From and after the first annual meeting of members of the Association, the Board of Directors shall be composed of not less than five (5) natural persons.

Prior to the lapse of all the Class C memberships as provided in Article III of these By-Laws, the number of Directors shall be determined, from time to time, by a vote of the initial Directors hereinafter established. Thereafter, the number of Directors shall be determined by a vote of the members at the annual meeting of members and the number of Directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director.

Section 2. Initial Directors. The initial Directors shall be selected by the Declarant and need not be members of the Association. The names of the Directors who shall act as such from the date upon which the Article of Incorporation of the Association are accepted for record by the State Department of Assessments and Taxation of

Maryland, and until the first annual meeting of the members or until such time as their successors are duly chosen and qualified, whichever shall last occur, are as set forth in the Articles of Incorporation of the Association.

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration or these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

To provide for the

(a) care, upkeep and surveillance of the common areas and community facilities and services in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(b) establishment, collection, use and expenditure of assessments and carrying charges from the members and for the assessment, the filing and enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(c) design, hiring and dismissal of the personnel necessary for the good working order and proper care of the common areas and community facilities and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the common areas and community facilities as are designated to prevent unreasonable interference with the use of the common areas and community facilities by the members and others, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration; and

(e) authorization, in their discretion, of the payment of patronage refunds from residual receipts when and as reflected in the annual report; and

(f) to enter into agreements whereby the Association acquires leaseholds, memberships and other possessory or use interest in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members and to declare expenses incurred in connection therewith to be common expenses of the Association; provided, however, that so long as any lot in the project is then encumbered by a deed of trust or mortgage which is guaranteed by the Veterans Administration and there are then Class C memberships of the Association outstanding, no such agreements shall be entered into without the prior written consent and approval of the Veterans Administration; and

(g) to purchase such policies of insurance as shall from time to time be considered appropriate by the Board of Directors including, without limitation, casualty insurance public liability insurance, workmen's compensation insurance to the extent necessary to comply with any applicable law, so-called "legal expense indemnity insurance" affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim or cause of action to which any such officer or Director shall have been made a party by reason of his or her service as such, fidelity coverage and the like; and

(h) to repair, restore or reconstruct all or any part of the common areas and community facilities after any casualty loss in a manner consistent with law and the provisions of these By-Laws and to otherwise improve the common areas and community facilities; and

(i) to lease, grant licenses, easements, rights-of-way and other rights of use in all or any part of the common areas and community facilities; and

(j) to purchase lots and to lease, mortgage or convey the same, subject to the provisions of these By-Laws and the Declaration; and

(k) to appoint the members of the Architectural Review Board provided for in the Declaration and to appoint the members of such other committees as the Board of Directors may from time to time designate.

(l) to appoint the members of the Appeals Board, which shall consist of not less than five (5) Class A members. The actual number of the members of the Appeals Board may be changed from time to time by the Board of Directors. The Appeals Board shall have such duties as are outlined in the Declaration, and as directed by the Board of Directors, provided that the duties delegated by the Board of Directors shall be consistent with those duties outlined in the Declaration.

(m) to appoint members of the Cluster Committees of each Cluster, which shall consist of not less than three (3) Class A members owning lots in each respective Cluster. The duties of the Cluster Committees shall be to advise the Board of Directors on matters pertaining to each Cluster, and as otherwise directed by the Board of Directors.

(n) to appoint members of the Neighborhood Service District Councils for each Neighborhood, which shall consist of not less than 3 Class A members owning units within each respective Neighborhood. The duties of the Neighborhood Service District Council shall be to advise the Board of Directors on matters pertaining to each Neighborhood, and as otherwise directed by the Board of Directors.

Section 4. Management Agent. The Board of Directors shall employ to the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated with or without cause by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 5. Election and Term of Office. The term of the Directors named herein shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. The election of Directors shall be by secret written ballot, unless balloting is dispensed with by the unanimous consent of the members present at any meeting, in person or by proxy. There shall be no cumulative voting. At the first annual meeting of the members, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of the office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may by resolution duly made and adopted at the first annual meeting of members, or at any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Resignation and Removal of Directors. Any Director may resign at any time upon written notice to the Board of Directors. At an annual meeting of members, or at any special meeting duly called for such purpose (but only after the lapse of all of the Class C memberships as provided in Article III of these By-Laws) any Director may be removed with or without cause by the affirmative vote of the majority of the votes of the members present and voting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who is a Class A member of the Association

and who becomes more than sixty (60) days delinquent in payment of any assessments or carrying charges due the Association may be terminated by resolution of the remaining Directors and the remaining Directors shall appoint his successor as provided in this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the members, no remuneration shall be paid to any Director who is also a member for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have also been adopted by the Board of Directors before such services are undertaken. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present at such first meeting.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-half ($\frac{1}{2}$) of the Directors.

Section 12. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at any meeting at which a quorum is present shall be the acts of the Board of

Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Notice to Members. The Secretary of the Corporation shall provide notice of the time and place of meetings of the Board of Directors in the manner required by any State, County or local "Sunshine" Law applicable to the affairs of the Association. In the event no such law exists or if there are no requirements of notice of the time and place of meetings of the Board of Directors in any such law, then no notice of the time and place of meetings of the Board of Directors need be given to the members.

Section 16. Rights of Mortgagees. Any institutional mortgagee of any lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 17. Fidelity Bonds. The Board of Directors shall require that all officers, Directors and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty. The premiums on such bond or insurance shall be paid by the Association.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by a Board of Directors. Prior to the lapse of all the Class C memberships as provided in Article III of these By-Laws, the officers of the Association need not be members of the Association. Thereafter, except for the President, the officers of the Association need not be members of the Association. The Board of Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Resignation - Removal of Officers. Any officer may resign at any time upon written notice to the Board of Directors. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also assist the President generally and shall perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association. The Secretary shall give notice of all annual and special meetings of the members of the Association in conformity with the requirements of these By-Laws. The Secretary shall have custody of the seal of the Association, if any. The Secretary shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct and he shall, in general, perform all of the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for funds and securities of the Association and shall be responsible for keeping, or causing to be kept, full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for causing the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositaries as may from time to time be designated by the Board of Directors.

ARTICLE VII

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin on the date when the Articles of Incorporation of the Association are accepted for record by the State Department of Assessments and Taxation of Maryland. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Association shall be as set forth in Article I of the By-Laws. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the common areas and community facilities, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditures or reserves of the Association may be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any lot and its and their duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

Section 6. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or a Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 7. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Association which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE VIII

Amendment

Section 1. Amendments. Subject to the other limitations set forth in these By-Laws, these By-Laws may be amended by the affirmative vote of members representing two-thirds (2/3) of the then Class A members and the vote of the then Class C member of record at any meeting of the members duly called for such purpose in accordance with the provisions and requirements of these By-Laws.

Section 2. Proposal of Amendments. Amendments to these By-Laws may be proposed by the Board of Directors of the Association or by petition signed by at least twenty-five percent (25%) of the total vote of the Class A members, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the members at which such proposed amendment is to be considered and voted upon.

ARTICLE IX

Mortgages - Notice - Other Rights of Mortgagees - FHA - Veterans Administration - MNCPPC&PC

Section 1. Notice to Board of Directors. Any owner of any lot in the project who mortgages such lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain a suitable roster pertaining to such mortgages.

Section 2. Consents. Any other provision of these By-Laws or of the Declaration to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the institutional holders of all first mortgages of record on the lots:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided for in the Declaration; or

(d) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the common areas and community facilities; or

(e) modify or amend any material or substantive provision of the Declaration or these By-Laws.

Section 3. Casualty Losses. In the event of damage or destruction to the common areas or community facilities by fire or other casualty, the same shall be promptly repaired, replaced or reconstructed in substantial conformity with the original plans and specifications for the common areas and community facilities with the proceeds of insurance available for that purpose, if any. In the event that the proceeds of insurance are not sufficient to repair damage, or destruction of the common areas or community facilities caused by fire or other casualty, or in the event such damage or destruction is caused by any casualty not insured against, then and in either of those events, upon resolution of the Board of Directors, the repair, replacement or reconstruction of the damage shall be accomplished promptly by the Association at its common expense. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of the common areas or community facilities for purposes other than the repair, replacement or reconstruction of the common areas and community facilities without the prior written consent and approval of the institutional holders of all first mortgages of record on the lots.

In the event of substantial damage or destruction to any part of the common areas and community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the lots. No provision of

these By-Laws shall entitle any member of the Association to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the common areas or community facilities.

Section 4. Condemnation or Eminent Domain. In the event any portion of the common areas or community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by the condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the lots. No provision of these By-Laws shall entitle any member of the Association to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of the proceeds of any condemnation award or settlement relating to a taking of any of the common areas and community facilities.

Section 5. Federal Housing Administration. Provided that any lot in the project is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration and, provided further, that there are then Class C memberships of the Association outstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Federal Housing Administration:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify or amend any material or substantive provisions of the Declaration or these By-Laws.

Section 6. Veterans Administration. Provided that any lot in the project is then encumbered by a deed of trust or mortgage which is insured by the Veterans Administration and, provided further, that there are then Class C memberships of the Association outstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Veterans Administration.

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, ease-

ments and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify or amend any material or substantive provisions of the Declaration or these By-Laws.

Section 7. Consent of the Maryland-National Capital Park and Planning Commission. Neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

ARTICLE X

Interpretation - Miscellaneous

Section 1. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these By-Laws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 2. Notices. Unless another type of notice is herein elsewhere or by law specifically provided for, any and all notices called for in these By-Laws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provision hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws or to aid in the construction thereof.

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

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DECLARATION OF COVENANTS AND RESTRICTIONS
OF
LONGMEAD CROSSING

THIS DECLARATION OF COVENANTS AND RESTRICTIONS

("Declaration") is made this 27th day of December,
1983, A.D., by LONGMEAD CROSSING LIMITED PARTNERSHIP, and
PULTE HOME CORPORATION, A Delaware Corporation, hereinafter
collectively called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property
described in Exhibit A of this declaration and desires to
create thereon the first section of the Community of
Longmead Crossing as a residential planned community, such
community to have a planned mix of land uses, including
various housing types, permanent parks, open spaces and com-
munity facilities for the benefit of said community, and

WHEREAS, Developer desires to provide for the preser-
vation and enhancement of the property values, amenities and
opportunities in said community contributing to the personal
and general health, safety and welfare of residents and for
the maintenance of the land and improvements thereon, and to
this end desires to subject the real property described in
Exhibit A together with such additions as may hereafter be
made thereto (as provided in Article II) to the covenants,
restrictions, easements, charges and liens hereinafter set
forth, each and all of which is and are for the benefit of
said property and each owner thereof; and

WHEREAS, to provide a means for meeting the purposes and
intents herein set forth and the intents and requirements of
Montgomery County and the Maryland National Capital Park
& Planning Commission, the Developer has incorporated under

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CLERK'S OFFICE
MONTGOMERY COUNTY, MD

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Witnessed by: [Signature]

the laws of the State of Maryland the Longmead Crossing Community Services Association, Inc.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth;

AND FURTHER, the Developer hereby delegates and assigns to Longmead Crossing Community Services Association, Inc. the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents.

ARTICLE I

DEFINITIONS

Section 1. "Approval" shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights or a letter of "no objection".

Section 2. "Assessable Unit" shall mean and refer to any real property within the Properties which is subject to assessments, as provided in Article V.

Section 3. "Association" shall mean and refer to the Longmead Crossing Community Services Association, Inc., its successors and assigns.

Section 4. "Board of Trustees" shall mean and refer to the same body as the "Board of Directors" as the same is

established and defined in the Articles of Incorporation and By-laws of Longmead Crossing Community Services Association, Inc.

Section 5. "Book of Resolutions" shall mean and refer to the document containing the rules and regulations and policies of the Association as they may from time to time be amended.

Section 6. "Cluster" shall mean and refer to one or more Lots which are subject to the same Supplementary Declaration.

Section 7. "Cluster Common Area" shall mean and refer to portions of the Common Area which are designated as Cluster Common Area in the Governing Documents and which are for the primary use and enjoyment of Members residing in such Cluster.

Section 8. "Common Area" shall mean and refer to all real property and improvements thereon owned or leased by the Association for the use and enjoyment of the Members. The Common Area to be owned by the Association at the time of the conveyance of the first Lot to an Owner who is not the Developer or a Participating Builder is described in Exhibit B hereto.

Section 9. "Declaration" shall mean and refer to the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

Section 10. "Developer" shall mean and refer to Longmead Crossing Limited Partnership and Pulte Home Corporation, their successors and assigns; provided, however, that no successor

or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of the Developer, as Developer, shall cease when new Living Unit construction contemplated by the Development Plan is substantially completed or after five years have lapsed since the filing of the last Supplementary Declaration establishing a Cluster.

Section 11. "Development Plan" shall mean and refer to the total general scheme of intended uses of land in the Properties approved by Montgomery County and MNCPPC, as illustrated in Exhibit C hereof, as may be amended from time to time, and as further defined in Article II.J.

Section 12. "Federal Mortgage Agencies" shall mean and refer to those Federal Agencies who have an interest in the properties, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 13. "First Mortgagee" shall mean and refer to an Institutional Lender who holds the first deed of trust on a Lot or Living Unit and who has notified the Association of his holdings.

Section 14. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplementary Declarations, and the Association Bylaws, all as initially drawn by the Developer and filed

and recorded as the case may be, and all as may be duly amended from time to time.

Section 15. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

Section 16. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities.

Section 17. "Lead Lender" shall mean and refer to the First Mortgagee holding the greater number of first mortgages on Lots.

Section 18. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a Single Family.

Section 19. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of Common Area as heretofore defined, and to any condominium unit created under Annotated Code of Maryland, Real property Article, Title 11, as such may be amended from time to time.

Section 20. "Members" shall mean and refer to members of the Association which shall consist of all Owners and all Occupants.

Section 21. "Multi-Family Rental Structure" shall mean and refer to a structure owned by a single entity with two or more Living Units under one roof.

Section 22. "Neighborhood Service District" shall mean and refer to a portion of the Properties which is a coherent and defined geographic area, containing more than one Cluster, within which the Owners and Occupants by virtue of provisions contained in the Governing Documents, may share the enjoyment of certain services or rights of use which are not enjoyed by all Members.

Section 23. "Notice" shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient, or (2) notice published at least once a week for two consecutive weeks in a newspaper having general circulation in Montgomery County.

Section 24. "Occupant" shall mean and refer to an occupant of a Living Unit who is the Owner or contract purchaser or lessee or sublessee who holds a written lease having an initial term of at least twelve (12) months.

Section 25. "Owner" shall mean and refer to (1) the record holder of the fee simple title to any Lot, whether one or more persons or entities, (2) contract sellers; the term shall exclude those having such interest merely as security for the performance of an obligation.

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Section 26. "Participating Builder" shall mean and refer to a person or entity which acquires a portion of the Properties for the purpose of improving such portion in accordance with the Development Plan for resale to Owners.

Section 27. "Properties" shall mean and refer to all real property which is hereby subjected to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 28. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold twenty-five percent (25%) of the outstanding votes of each voting class.

Section 29. "Quorum of Owners" shall mean and refer to the representation by presence or proxy of Members who hold seventy-five percent of the outstanding Class A votes and the representation by presence or proxy of the Class C member so long as it shall exist.

Section 30. "Registered Notice" shall mean and refer to any Notice which has been signed for by a recipient or has been certified by the U. S. Postal Service or other entity as having been delivered to the address of the intended recipient. Failure by refusal of an intended recipient to acknowledge such Notice shall nevertheless constitute receipt when such refusal is witnessed by two other people.

Section 31. "Single Family" shall mean and refer to a single housekeeping unit which may include not more than three adults who are legally unrelated.

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Section 32. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which extends the provisions of this Declaration to a Cluster or Common Area and which may contain such complementary provisions for such Cluster or Common Area as are deemed appropriate by the Developer and as are herein required.

Section 33. "MNCPPC" shall mean and refer to the Maryland-National Capital Park and Planning Commission.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. The "Properties". The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Montgomery County, State of Maryland and is more particularly described in Exhibit A and represents the first stage of the Residential Planned Community known as Longmead Crossing.

Section 2. Additions to The Properties. Additional properties may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer shall have the right to subject to the Declaration any additional property which lies within the land area represented by the Development Plan as it may be amended from time to time, provided that not more than five (5) years have lapsed since the filing of the last Supplementary Declaration which subjects a Cluster to this Declaration. Upon request of the

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Federal Mortgage Agencies or the Association, the Developer shall provide a statement which shall set forth an estimate of the net additional operating costs expected to result from the annexation and an estimate of the expected increase in user load, if any, upon existing developed recreation facilities.

(b) Other Additions. Additional land, other than that described above, may be annexed to the Properties upon approval of sixty-seven percent (67%) of the votes of a Quorum of Owners.

The additions authorized under subsection(a) and (b) shall be made upon securing the approval of the MNCPPC, by filing of record one or more Supplementary Declarations of covenants and restrictions with respect to the additional property and by filing with the Association a preliminary plat for such additions.

Section 3. The Development Plan.

(a) Purpose. The Development Plan, illustrated in Exhibit C, is the dynamic design for the staged development of the Properties as a Residential Planned Community which will be regularly modified and amended, as provided herein, during the several years required to build the community. Because the Development Plan is a temporary design, it shall not bind the Developer to make any of the additions to the Properties which are shown on the Development Plan or to improve any portion of such lands in accordance with the Development Plan unless and until a Supplementary Declaration is filed by the Developer for such property which subjects it to this Declaration. Thereupon, the

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Developer shall then be obligated to complete development of such Cluster in accordance with the Development Plan currently in effect, unless sixth-seven percent (67%) of the votes of a Quorum of Owners, and MNCPPC as appropriate consent to a change.

(b) Amendments. The Developer hereby reserves the right to alter architectural and land plan design, and to add land to or amend the Development Plan for lands which have yet not been made subject to this Declaration, in response to changes in technological, economic, environmental or social conditions related to the development or marketing of the Properties or to changes in requirements of government agencies and financial institutions.

Such amendments shall be effected by (1) giving Notice of the proposed changes to the Association, (2) securing the approval of the MNCPPC, and (3) securing approval of the Federal Mortgage Agencies, as appropriate.

Section 4. Merger In accordance with its Articles of Incorporation, the property, rights and obligations of Longmead Crossing Community Services Association, Inc. may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes or, alternatively, the property, rights and obligations of an association similar in corporate nature and purposes may by operation of law be added to the property, rights and obligations of Longmead Crossing Community Services Associates, Inc. as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions

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established upon any other properties as one scheme. No such merger or consolidations, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the properties except as hereinafter provided. Such merger or consolidation shall have the assent of sixty-seven percent of the votes of the membership in a meeting in which a Quorum of Owners is present.

ARTICLE III

Section 1. Organization (a) The Association is a nonprofit non-stock corporation organized and existing under the laws of Maryland charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents than this Declaration shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Institutional Plan. As the operating responsibilities of the Association expand from those related to the properties as originally constituted to those required by the fully developed Residential Planned Community of Longmead Crossing, this Declaration and the Governing Documents shall guide the controlled and orderly evolution of the Association into a comprehensive community institution with three major operating and administrative levels, each with associated membership rights and assessment obligations:

(1) Cluster Level refers to the administrative and operational activities construed to be of material benefit primarily to Members within a single Cluster. A Cluster

shall be established by recording a Supplementary Declaration which sets forth its boundaries, purposes, membership constituency and right and obligations of Members which may be unique to such Cluster. A Cluster Committee, consisting of at least two Class A members, shall be established for each Cluster in accordance with the By-Laws and serve to advise the Board of Trustees on matters pertaining to such Cluster.

(2) Neighborhood Level refers to the administrative and operational activities construed to be of material benefit primarily to the Members of a Neighborhood Service District. A primary purpose of a Neighborhood Service District is to foster a sense of community at a neighborhood level by establishing an institutional identity at a scale less than is represented by the entire community. Neighborhood Service District boundaries shall be established by the Developer and the Supplementary Declaration recorded for each Cluster shall designate in which Neighborhood Service District the Cluster is to be located. A Neighborhood Service District Council shall be established for each Neighborhood in accordance with the Bylaws to advise the Board of Trustees on matters pertaining to such Neighborhood; a majority of the members of each Council shall be Class A members, unless otherwise provided in the Supplementary Declarations establishing each Cluster within a Neighborhood Service District.

(3) Community Level refers to the administrative and operational activities construed to be of material benefit to the Members at large without respect to the type or location of Living Unit in which they reside.

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(c) Subsidiary Corporation. The Association shall have the right to form one or more subsidiary corporations, for any purpose or purposes deemed appropriate by a majority vote of the Board of Trustees. Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for the operation and maintenance of any specific area or to perform any function within the properties; however, such subsidiary corporation shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Members.

Section 2. Membership.

(a) Basis. Membership shall be appurtenant to the Lot or Living Unit giving rise to such membership, and shall not be assigned transferred, pledged, hypothecated, conveyed, or alienated in any way except as provided in the Governing Documents.

(b) Member's Rights and Duties. Each member shall have the rights, duties and obligations set forth in the Governing Documents.

(c) Voting Rights. The Association shall have three classes of voting membership:

Class A. Class A Members shall be all Owners except the Class C Member. Class A Members shall be entitled to one vote for each Lot owned except an owner of a Lot on which a Multi-Family Rental Structure is constructed shall be entitled to one vote for each occupied Living Unit within such structure.

Class B. Class B Members shall be all occupants of Living Units. Class B Members shall have one vote for the Living unit they occupy.

Class C. The Class C Member shall be the Developer who shall have 2,800 votes less the number of Class B votes outstanding at the time a vote is taken.

The Class C Membership and the Class C voting rights shall cease upon the earlier of the following events: when the total number of Class B votes equals the total number of Class C votes or on December 31, 1990. Thereafter, the Developer shall have Class A membership rights for each Lot it may own.

(d) Exercise of Vote. The vote for any membership, which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

Any person or entity qualifying as a member of more than one voting class, may exercise those votes to which he is entitled for each such class of membership.

If less than twenty-five percent (25%) of the outstanding Class A and Class B votes are cast in an election for any elective office, the Board of Trustees may declare the results of such election invalid and elect a Member to fill such office.

Section 3. Board of Trustees.

(a) Composition. The number, selection and term of office of Trustees shall be as provided in the Bylaws.

(b) Extent of Power.

(1) The Board of Trustees shall have all powers for the conduct of the affairs of the Association which are enabled by law or the Founding Documents which are

not specifically reserved to members or the Developer by said Documents.

(2) The Board of Trustees shall exercise its powers in accordance with the Governing Documents.

(c) Powers and Duties. Without limiting the generality thereof the Board shall have the power and obligation to perform the following duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association except the acquisition, mortgaging or disposal of Common Area and/or improvements shall be subject to the provisions of Article II and Article IV, respectively.

(2) Rule Making. To establish rules and regulations for the use of property as provided in Articles IV and VI and to review, modify and approve architectural standards adopted by the Architectural Review Board; and

(3) Assessments. To fix, levy and collect assessments as provided in Article V; and

(4) Fees and Charges To set reasonable Fees and Charges for services requested by and exclusively benefiting a member and for controlled entry Common Area facilities.

(5) Easements. To grant and convey easements to the Common Area as may become necessary and as provided in Article VII; and

(6) Employment of Agents. To employ, enter into contract with, delegate authority to and supervise such

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persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association;

(7) Mergers/Consolidations. To participate in mergers and consolidations with other corporations as provided in Article II; and

(8) Appeals. To uphold, reverse or modify any decision of the Appeals Board; and

(9) Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Governing Documents, subject to any appeal which may be filed and is pending.

Section 4. The Architectural Review Board.

(a) Composition. The Architectural Review Board shall consist of three members appointed by the Board of Trustees until the first Neighborhood Council is established.

Thereafter, until the Developer's rights as Developer cease (Article I), the Architectural Review Board shall be composed of:

(1) A new Construction committee, composed of three members appointed by the Developer; and

(2) A Modification and Change Committee, composed of one representative, appointed by the Board of trustees, from each Neighborhood Service District Council, as provided in the Bylaws.

When the Developer's rights as Developer cease, the Architectural Review Board shall consist

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of three or more persons who shall be appointed by the Board of Trustees as provided in the Bylaws.

(b) Powers and duties. The Architectural Review Board shall regulate the external design, appearance and operations of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures, landscape improvements, and the natural vegetation and topography. In furtherance thereof, the Board shall:

(1) Review and approve, modify or disapprove written applications of Owners, which shall be by Registered Notice, and of the Association, for improvements or additions to Lots, Living Units or Common Areas. In this regard, during the period the Board is composed of the committees described above, the new Construction Committee shall act with respect to initial improvements to the Common Areas and Lots; the Modification and Change Committee shall act with respect to modification and changes to all the Common Area and Lots, including improvements thereon. All applications for modification and change to a Lot which are not in accordance with the original approved plan for such Lot or which do not meet the adopted standards, shall be acted upon with the advice of the Cluster Committee for the Cluster in which each lot is located.

(2) In accordance with the Bylaws and Book of Resolutions, monitor Lots for compliance with architectural standards and approved plans for alteration; and

(3) Adopt architectural standards subject to the confirmation of the Board of Trustees; and

(4) Adopt procedures subject to approval of the Board of Trustees for the exercise of its duties and enter them in the Book of Resolutions.

(c) Failure to Act. In the event the Architectural Review Board fails to approve, modify or disapprove in writing a correctly filed application within forth-five (45) days, approval will be deemed granted.

(d) Appeal. An applicant may appeal an adverse Board decision to the Appeals Board who may reverse or modify such decision.

Section 5. Appeals Board.

(a) Composition. The number and method of selection of the Appeals Board shall be provided in the Bylaws.

(b) Powers. The Appeals Board shall have the power and duty to:

(1) Decide appeals to decisions of the Architectural Review Board; and

(2) Decide cases including determination of damages, if any, of alleged infraction of the Governing Documents and thereupon to compel action, assess damages, or enjoin further action of parties found in violation of the Governing Documents; and

(3) Adopt procedures for the exercise of its duties and enter them upon approval of the Board of Trustees in the Book of Resolutions.

(c) Limitations. The Appeals Board may act upon an appeal only upon written petition of a Member or Members and shall act in accordance with the Bylaws and the Book of Resolutions. The Board of Trustees, upon its own motion, may reverse or modify a decision of the Appeals Board.

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(d) Budget. The Board of Trustees shall annually budget a reasonable fund for the operations of the Appeals Board, supported by the General Assessment, the expenditure of which shall be in the sole discretion of the Appeals Board.

ARTICLE IV

COMMON AREA

Section 1. Obligations of the Association. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the management and control for the benefit of the Members of the Common Area conveyed to it and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with standards contained in the Book of Resolutions. The cost of the Obligations set forth herein shall be borne by the Cluster within which the property is subject by the Supplementary Declaration establishing the Cluster.

Section 2. Easement of Enjoyment.

(a) Common Areas. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the Title to every Lot, and every Member shall have a right of enjoyment to the Common Area.

(b) Cluster Common Areas. Subject to the provisions herein, the Owners of Lots within a Cluster shall have a priority right and easement of enjoyment in and to the areas designated as Cluster Common Areas by the Governing

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Documents or an amendment thereto, and every member within such Cluster shall have a priority right of enjoyment to the Cluster Common Areas.

Section 3. Extent of Members' Easements. The Members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable admission and other fees for the use of the Common Areas:

(b) The rights of the Association to suspend the right an Owner has to the recreational facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice until such default has been remedied; the right of the Association to suspend the right of a member to use the recreational facilities for a period not to exceed sixty (60) days for any other infraction of the Governing Documents;

(c) The right of the Association to mortgage any or all of the Common Area with the assent of sixty-seven percent (67%) of the vote of the membership in a meeting in which a Quorum of the Owners is present. In the event of a default upon any mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored;

(d) The right of the Association to convey, or transfer

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all or any part of the Common Area, subject to the prior approval of MNCPPC and assent of sixty-seven percent (67%) of the votes of the membership in a meeting in which a Quorum of the Owners is present;

(e) The right of the Association to regulate the use of the Common Area for the benefit of Members.

Section 4. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association and included within the Book of Resolution.

Section 5. Title to Common Area. The Developer may temporarily retain the legal title to areas designated as open space in the Development Plan, or portions thereof. The Developer hereby covenants that such open space or portions thereof that it may convey to the Association as Common Area or to a governmental agency as parkland shall be free and clear of liens and financial encumbrances at the time of conveyance. Assessments may not be used to defray operating and maintenance costs of designated open space which has not been conveyed to the Association.

In the event any open space in the properties which is not owned by the Association is foreclosed upon, the Association shall have a right of first refusal to purchase the open space for an amount not more than the outstanding obligation. If the open space is secured through the obligation on a larger tract of land, the holder shall separate the open space obligation based upon the ratio of a fair appraisal of the open space to fair appraisal of the larger

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tract. The open space appraisal shall take into consideration its limitation of development for commercial and residential use.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1.

Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual and Special and other Assessments as are established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Assessable Unit.

Section 2. Subordination of the Lien to Mortgages. The

lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Assessable Unit shall not affect the assessment lien. However, the sale or transfer

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of any Assessable Unit pursuant to foreclosure of a first mortgage or first deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Assessable Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Method of Assessment. All assessments shall be levied by the Association against Assessable Units and collected and disbursed by the Association. The Board of Trustees shall fix the amount of the assessments as provided hereinafter and set the dates such assessments shall become due.

Section 4. Annual Assessments shall consist of General, Neighborhood Service District and Cluster Assessments.

(a) General Assessments.

(1) Purpose. The General Assessment shall be used exclusively to promote the health, safety and welfare of the Members and in particular to improve, maintain, and operate the Common Area and facilities, including funding of appropriate reserves for future repair and replacement.

(2) Basis for Assessment. For General Assessment purposes, there shall be three classes of Assessable Units, all of which shall be assessed at a uniform rate within each class:

Class I: All Living Units which are or have been occupied by a Single Family shall be assessed at one hundred percent (100%) of the General Assessment rate.

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Class II: All Living Units which have never been occupied shall be assessed at twenty-five percent (25%) of the General Assessment rate commencing upon substantial completion of the Living Unit, including issuance of final plumbing and electrical permits.

Class III: All Lots which are not otherwise assessable under the Class I and Class II provisions shall be assessed at ten percent (10%) of the General Assessment rate, except that a Lot for which a Building Permit has been issued shall be assessed at ten percent (10%) of the General Assessment rate for each Living Unit to be constructed on such Lot.

(3) Maximum. Until the first day of the fiscal year following commencement of assessments, the maximum Annual General Assessment rate shall be \$ 98.40.

(4) Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington area; such increase shall become effective the first day of the next fiscal year. From and after the first day of the fiscal year immediately

following the commencement of assessments, the maximum may be increased above the amount which can be set by the Board with the assent of two-thirds of the votes of the membership in a meeting in which a Quorum of Owners is present.

(b) Neighborhood Service District Assessments.

(1) Purpose. Neighborhood Service District Assessments shall be used for services which primarily benefit the Members of a Neighborhood Service District, as determined by the Board of Trustees with the advice of the Neighborhood Service District Council.

(2) Basis. The basis by which all Assessable Units shall be assessed within a Neighborhood Service District shall be the same as for the General Assessment.

(3) Maximum. Until the first day of the fiscal year following commencement of assessments, the maximum annual Neighborhood Service District Assessment for each District shall be \$ 36.00.

(4) Change in Maximum. From and after the first day of the fiscal year following the commencement of a Neighborhood Service District Assessment, the maximum may be increased by the Board of Trustees, subject to the same limitations as are provided above for the General Assessment or with the assent of two-thirds of the votes of the members within the Neighborhood in a meeting in which a Quorum of Owners within such Neighborhood is present.

(c) Cluster Assessments.

(1) Purpose. Cluster Assessments shall be used for such purposes as are authorized by the Supplementary Declaration for a given Cluster.

(2) Basis. The Supplementary Declaration shall

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set forth the basis by which all Assessable Units shall be assessed.

(3) Maximum. The Supplementary Declaration shall set forth the Maximum annual Cluster Assessment and methods by which such maximum may be changed.

(d) Method of Assessment. By a vote of two-thirds of the Trustees, the Board shall fix the Annual General, Neighborhood Service District and Cluster Assessments at an amount not in excess of the then current maximum for each assessment, provided, however, that the Annual Assessments shall be sufficient to meet the obligations imposed by the Declaration and the Supplementary Declarations. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.

(e) Date of Commencement of Annual Assessments. The first Annual Assessments provided for herein shall commence as to all Lots within a Cluster on the first day of the month following the conveyance of the Common Area contained within the Cluster, provided, however, that if there is no Common Area within a specific Cluster then the first Annual Assessments as to all Lots within that Cluster shall commence on the first day of the month following the recording of the Supplementary Declaration establishing the Cluster.

Section 5. Special Assessments.

(a) Capital Improvement Assessment. The Association may levy in any assessment year a Special Assessment against Assessable Units, applicable to that year and payable over not more than the next three (3) succeeding years, for the

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purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or upon public lands within the Properties, provided that any such assessment shall have the assent of the Class C Member, if any, and of two-thirds of the votes of the membership in a meeting in which a Quorum of Owners is present. Special Assessments for Capital Improvements to Cluster common Areas, or to Common Areas within a Neighborhood Service District which will primarily benefit and be maintained by the Owners of that Cluster or Neighborhood, require only the approval of two-thirds of the votes of the membership present in a meeting in which a Quorum of Owners of the affected Cluster or Neighborhood is present.

(b) Restoration Assessment. The Association may levy a Restoration Assessment upon any Lot whose Owner fails to maintain such Lot, as provided in Article IV, Section 2, or who fails to provide such maintenance funds as may be required by the Supplementary Declaration for such Lot. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection thereof.

Section 6. Effect of Nonpayment of Assessments: - Remedies of the Association. Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency and may (1) declare the entire balance of such Annual or Special Assessment due and payable in full; (b) charge interest from the due date at a percentage rate no greater than the statutory maximum, such rate to be set by the Board for each Assessment period; (c) give

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Registered Notice to the Owner that in the event payment with accrued interest is not paid within thirty (30) days from the date of such notice, then the expressed contractual lien provided for herein shall be foreclosed; (d) upon Registered Notice to the Owner, suspend the right of such Owner to vote or to use the recreational facilities until the assessment and accrued interest is paid in full.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas; (3) All properties exempted from taxation by the state or county government upon the terms and to the extent of such legal exemption, provided that no property utilized for residential purposes shall be exempt.

Section 8. County Maintenance Assessments. If, as provided in the Zoning Ordinance, the County assumes maintenance responsibilities of the Common Area, such Lots as have a right of enjoyment of the Common Area shall be obligated to pay a ratable proportion of the maintenance costs within thirty (30) days after receipt of a statement of charges from the County.

Section 9. Assessment of Declarant. Until the lapse of the Class C memberships, as above provided, the Declarant shall be subject to assessment by the Association as hereinafter provided. Until the lapse of the Class C memberships as aforesaid, the Declarant shall be responsible for payment of all budgeted expenses of the Association to

GER 6270 PUB 753

the extent that the same are not funded by maintenance assessments paid to the Association.

ARTICLE VI

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or be detrimental to the well-being of Members.

LIBER 6270 P000754

(b) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments and provided that this shall not prohibit the division or combination of condominium units in accordance with law, or the creation of condominiums.

(c) Conditions for Architectural Control. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or Common Area or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this Declaration shall be made or done without the prior approval of the Architectural Review Board. No building, residence or other structure, fence, wall or landscaping in lieu thereof, shall be commenced, erected, maintained, improved, altered, made or done on such property without the prior written approval of the Architectural Review Board.

(d) Rules. From time to time the Board of Trustees shall adopt general rules, including but not limited to rules to regulate potential problems relating to the use of property and the well-being of Members, such as keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, signs.

trash and trash containers, maintenance and removal of vegetation on the properties. Ninety (90) days after conveyance of the first Lot to an Owner, who is not a Participating Builder, such general rules may only be adopted or amended by a majority vote of the Board, following a hearing for which due notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

(e) Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Developer or Participating Builders are engaged in developing or improving any portion of the Properties, such persons shall be exempted from rules affecting movement, disposition and storage of building materials and equipment, erection and maintenance or directional and promotional signs and conduct of sales activities, including maintenance of model Living Units. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Section 2. Maintenance of Property.

(a) Owner Obligation. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and

6270 FOLIO 756

repair, free of debris, all in a manner and with such frequency as is consistent with good property management.

(b) Failure to Maintain. In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association, after Notice to the Owner who shall have ten days to petition the Appeals Board, shall otherwise have the right to enter upon said Lot to correct drainage and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. Should the Appeals Board not grant relief to such Owner, the Association's right to enter and correct deficiencies shall continue. All costs related to such correction repair or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for herein for non-payment.

Section 3. Resale of Lots.

(a) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration as well as any applicable Supplementary Declaration.

(b) Notification. Further, the Contract Seller of a Lot shall notify the Board of Trustees of the Contract Purchaser and the scheduled date and place conveyance will be accomplished.

(c) Estoppel Certificate. The Board thereupon shall prepare an estoppel certificate which shall set forth any

BER 6270 PWD 757

assessments and charges due upon such Lot at time of conveyance and certify as to whether or not there are violations of the Governing Documents remaining on the Lot as of the date of preparation of such certificate. This certificate shall be delivered to the place of closing, and outstanding assessments, if any, and a reasonable charge to cover the cost of providing such certificate shall be deducted from the Seller's account at the closing and transmitted directly to the Association.

ARTICLE VII

EASEMENTS

Section 1. Utility Easements. There is hereby created an easement upon across, over, through and under the property-for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior wall of Living Units providing such company restores disturbed areas to the condition in which they were found.

Notwithstanding anything to the contrary contained in this paragraph: (1) no sewers, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as approved by the Developer prior to the conveyance of the

first Lot in a Cluster to an Owner or by the Association thereafter, and (2) it shall not be construed to apply to the relocation, installation or removal of utility lines within a Living Unit which serve only that unit. This easement shall in no way affect any other recorded easements of the Properties.

Section 2. Developer's Easement to Correct Drainage.

For a period of two years from the date of conveyance of each Lot, the Developer reserves an easement and right on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 3. Construction Easements and Rights.

Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Developer or Participating Builders are engaged in developing or improving any portion of the Properties, such persons shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs and (3) conduct of sales activities, including maintenance of model

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Living Units. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Section 4. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot (a) to inspect such property for alleged violations of the Governing Documents, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (b) for performing such maintenance as is required by the Supplementary Declaration on such Lots, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three days in advance thereof and such inspection is performed during reasonable hours.

Section 5. Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement officers, fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access.

Section 6. Easement for Landscaping and Related Purposes.

There shall be and is hereby reserved to the Developer for so long as it retains its rights as Developer, a non-exclusive easement over all Lots and Common Areas for a distance of twenty-five (25) feet behind any Lot line which parallels a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas".

lighting, stone, wood, or masonry wall features and/or related landscaping.

ARTICLE VIII

RIGHTS OF INSTITUTIONAL LENDERS AND PUBLIC AGENCIES

Section 1. Consents. Any other provision of these By-Laws or of the Declaration to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the institutional holders of all first mortgages of record on the lots:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided for in the Declaration; or

(d) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the common areas and community facilities;

(e) modify or amend any material or substantive provision of the Declaration or these By-Laws.

Section 2. Notice Mortgagees must be notified in the event of:

- (i) Any condemnation or casualty loss that affects either a material portion of the property or the unit securing its mortgage.
- (ii) Any 60 day delinquency in the payment of assessments.
- (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the unit owners association.

Section 3. Federal Housing Administration. Provided that any lot in the project is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration and, provided further, that there are then Class C memberships of the Association outstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Federal Housing Administration:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify or amend any material or substantive provisions of the Declaration or these By-Laws.

Section 4. Veterans Administration. Provided that any lot in the project is then encumbered by a deed of trust or mortgage which is insured by the Veterans Administration and, provided further, that there are then Class C memberships of the Association outstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Veterans Administration.

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify or amend any material or substantive provisions of the Declaration or these By-Laws.

Section 5. Consent of the Maryland-National Capital Park and Planning Commission. Neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and

community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

- (b) abandon or terminate this Declaration; or
- (c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.
- (d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or
- (e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots.

Section 2. Amendment. For a period of one (1) year after the recording of this Declaration, the Developer may make any amendment required by the Federal Mortgage Agencies

or MNCPPC, as a condition of approval of the documents by the execution and recordation of such amendment following Registered Notice to all owners. After such one (1) year period, or to make any amendment other than so required, the amendment shall be accompanied by a document signed by Owners of not less than sixty-seven percent (67%) of the Lots and evidence of the Approvals required by Article VIII. Any amendment must be recorded in order to become effective.

Section 3. Enforcement. The Association, any Member or First Mortgagee, as their interests may appear, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Certain Rights of the Developer. For such time as the Developer shall own Lots, its rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions:

There shall be no amendments to the Founding Documents which:

- (a) Discriminate or tend to discriminate against its rights as an Owner.
- (b) Changes Article I, Definitions, in a manner which alters its rights or status.
- (c) Alters its rights under Article II as regards annexation of additional properties.

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(d) Alters the character and rights of membership or the rights of the Developer as set forth in Article III.

(e) Alters previously recorded or written agreements with public or quasi-public agencies as regards easements and rights of way.

(f) Denies the right to convey Common Areas to the Association so long as such Common Areas lie within the land area represented in the Development Plan.

(g) Alters its rights as set forth in Article VI relating to design controls.

(h) Alters the basis for assessments.

(i) Alters the provisions of the protective covenants as set forth in Article VI.

(j) Alters the number or selection of trustees as established in the Bylaws.

(k) Alters the Developer's rights as they appear under this Article.

Section 5. Limitations. As long as the Developer has an interest in developing the Properties as defined in Article I, hereof, the Association may not use its financial resources to defray any costs of opposing the development activities so long as they remain consistent with the general intents of the Development Plan. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 6. Severability. Invalidation of any one of those covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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Section 7. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then Supplementary Declarations, then the Articles of Incorporation of the Association, then the By-Laws, then the Book of Resolutions; except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 8. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

IN WITNESS WHEREOF, the Developer, Longmead Crossing Limited Partnership, a partnership under the laws of Maryland, has caused these presents to be duly executed by a General Partner, this 27th day of December, 1983.

LONGMEAD CROSSING LIMITED PARTNERSHIP

BY: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP, GENERAL PARTNER

BY: A. M. Natelli
General Partner
A. M. Natelli

SEA 6270 PBL#767

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Delaware has, on the day and year first above written caused these presents to be executed in its corporate name by James N. Anderson, its Division President, and does hereby appoint the said James N. Anderson as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: *James N. Anderson*
James N. Anderson
Division President

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 27th day of December, 1983, before me, a Notary Public, appeared A. M. Natelli, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Audrey G. Carter
Notary Public
Audrey G. Carter



My Commission Expires:
July 1, 1986

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STATE OF MARYLAND)
COUNTY OF MONTGOMERY) 5:

I HEREBY CERTIFY that on this 27th day of December, 1983, before me, the subscriber, a Notary Public in and for the County of Howard, / State of Maryland, personally appeared JAMES N. ANDERSON, who is personally well known to me to be the person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

Audrey G. Carter

Notary Public.
Audrey G. Carter



My commission expires:
July 1, 1986

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Pettey

Louis S. Pettey

BER 8270 row 769

The undersigned, Owner, hereby executes this Declaration for the purpose of expressing his consent and subordinating his interest thereto.

WITNESS the hand and seal of Robert Paul Hillerson on the 27th day of December, 1983.

TEST:

Kar Kurin

Robert Paul Hillerson (SEAL)
Robert Paul Hillerson

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

On this 27th day of December, 1983, before me, the undersigned officer, personally appeared ROBERT PAUL HILLERSON known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My Comm. expires: 7/1/86

Kar Kurin
Notary Public



EXHIBIT "A"

TR 6270 9340770

Lots numbered One (1) through and including Thirty-five (35) and Parcels "A" and "B" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14400, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Thirty-six (36) through and including Sixty-five (65) and Parcels lettered "C", "D" and "E" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14401, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Sixty-six (66) through and including Seventy-six (76) and Parcels lettered "F" and "G" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14398, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Seventy-seven (77) through and including One Hundred (100) and Parcel lettered "H" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14399, among the Land Records of Montgomery County, Maryland, AND

ER 6270 PDW 771

EXHIBIT "B"

Parcels lettered "A" and "B" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14400, among the Land Records of Montgomery County, Maryland, AND

Parcels lettered "C", "D" and "E" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14401, among the Land Records of Montgomery County, Maryland, AND

Parcels lettered "F" and "G" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14398, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "H" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14399, among the Land Records of Montgomery County, Maryland, AND

Parcel ID Nos.	#13-52-2312310	#13-52-2311578
#13-52-2312035		
046	321	680
401	332	691
412	343	703
423	354	714
2311656	365	725
667	376	736
782	387	747
	398	758
#13-52-2312057	434	760
068	445	771
070	456	793
081	467	805
091	478	816
104	480	827
115	491	838
126	503	840
137	514	851
148	525	862
150	536	873
161	547	884
172	558	895
183	560	907
194	571	918
206	582	920
217	593	931
228	605	942
230	616	953
241	627	964
252	638	975
263	640	986
274	651	997
285	662	2312002
296	673	013
308	684	024
	695	
	707	
	718	
	720	

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, MD 20904
Title Insurer: N/A

Longmead Crossing Ltd.
Partnership
10220 River Road
Potomac, Maryland 20854

PAID TO ORDER OF STEPHEN M. LEE
BY THE BANK OF AMERICA
NORTH CAROLINA

REC 6272 11/19

11.C.3:SDLONGK1-17
11/4/83:le

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

MISC.

192.00

THIS SUPPLEMENTARY DECLARATION is made this 27th day of
December, 1983, by LONGMEAD CROSSING LIMITED

PARTNERSHIP, and PULTE HOME CORPORATION, A Delaware
Corporation, hereinafter collectively called "Developer"

WHEREAS, Developer is the Owner of the real property
described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described
herein shall become subject to the DECLARATION OF COVENANTS
AND RESTRICTIONS OF LONGMEAD CROSSING and also become sub-
ject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the
Properties described herein, together with such additions as
may hereafter be made thereto as provided in Article II,
shall be held, transferred, sold, conveyed and occupied sub-
ject to the covenants, restrictions, easements, charges and
liens set forth in the DECLARATION OF COVENANTS AND
RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of
December, 1983, and recorded in LIBER 6270 at Folio 725,
among the Land Records of Montgomery County, Maryland, sub-
ject to the covenants, restrictions, easements, charges and
liens set forth hereinafter. The Tabiona
Cluster shall be part of the Homecrest
Neighborhood Service District.

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as
a Cluster of the Longmead Crossing Community Services

DEC 29 11 10 54

CLERK'S OFFICE
MONTGOMERY COUNTY, MD

SUBMITTAL
PROCESS 0750 101 11:54
DEC 29 83

192-00

[Signature]

Association, Inc., hereinafter referred to as the
"Association", and shall be known as Tabiona

Cluster:

(See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed \$75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be \$321.60, per Living Unit.

Section 4. Change in Maximum. From and after the first

day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living

Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

REC-0272 FEB 126

design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or

implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

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

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joining and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

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

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair,

reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect joining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Tabiona Cluster:
(See Exhibit B)

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Tabiona Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Tabiona Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Tabiona Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Tabiona Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Tabiona Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forbearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Tabiona Cluster, or any mortgagee of any Lot which becomes subject

to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action of law or exclusively by recovery of damages.

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

Section 5. Consent of The Maryland-National Capital Park and Planning Commission. Neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

- (b) abandon or terminate this Declaration; or
- (c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.
- (d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or
- (e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

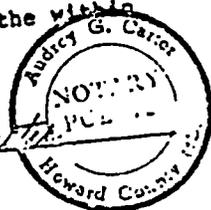
Section 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGHEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGHEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of

Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Audrey G. Carter
Notary Public
Audrey G. Carter



My Commission Expires
July 1, 1986

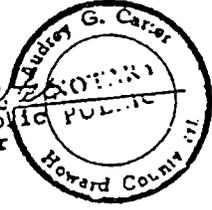
STATE OF MARYLAND)
COUNTY OF MONTGOMERY)S:

I HEREBY CERTIFY that on this 27th day of December, 1983, before me, the subscriber, a Notary Public in and for the County of Howard and/ state aforesaid, personally appeared JAMES N. ANDERSON, who is personally well known to me to be the person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

My commission expires:
July 1, 1986

Audrey G. Carter
Notary Public
Audrey G. Carter



THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Petrey
Louis S. Petrey

The undersigned, Owner, hereby executes this Declaration for the purpose of expressing his consent and subordinating his interest thereto.

WITNESS the hand and seal of Robert Paul Hillerson on the 27th day of December, 1983.

TEST:

Karen L. Kinn

Robert Paul Hillerson (SEAL)
Robert Paul Hillerson

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

On this 27th day of December, 1983, before me, the undersigned officer, personally appeared ROBERT PAUL HILLERSON known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My Comm. expires: 7/1/86

Karen L. Kinn

Notary Public



NOTARY PUBLIC & STEWARD P.A.
NOTARY PUBLIC & STEWARD P.A.
NOTARY PUBLIC & STEWARD P.A.

NUMBER 0272 137

EXHIBIT "A"

Lots numbered One (1) through and including Thirty-five (35) and Parcels "A" and "B" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14400, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Thirty-six (36) through and including Sixty-five (65) and Parcels lettered "C", "D" and "E" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14401, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Sixty-six (66) through and including Seventy-six (76) and Parcels lettered "F" and "G" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14398, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Seventy-seven (77) through and including One Hundred (100) and Parcel lettered "H" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14399, among the Land Records of Montgomery County, Maryland, AND

WILLIAMSON & ASSOCIATES P.A.
ATTORNEYS AT LAW
1000 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20004
TELEPHONE: 202-331-1000
FACSIMILE: 202-331-1001

Parcels lettered "A" and "B" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14400, among the Land Records of Montgomery County, Maryland, AND

Parcels lettered "C", "D" and "E" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14401, among the Land Records of Montgomery County, Maryland, AND

Parcels lettered "F" and "G" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14398, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "H" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 123, Plat No. 14399, among the Land Records of Montgomery County, Maryland, AND

Parcel ID Nos.

#13-52-2312035	#13-52-2312310	#13-52-2311678
046	321	680
401	332	691
412	343	703
423	354	714
2311656	365	725
667	376	736
782	387	747
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#13-52-2312057	398	758
068	434	760
070	445	771
081	456	793
091	467	805
104	478	816
115	480	827
126	491	838
137	503	840
148	514	851
150	525	862
161	536	873
172	547	884
183	558	895
194	560	907
206	571	918
217	582	920
228	593	931
230	605	942
241	616	953
252	627	964
263	638	975
274	640	986
285	651	997
296	662	2312002
308	673	013
	684	024
	695	
	707	
	718	
	720	

Pulte Home Corporation
 11120 New Hampshire Avenue
 Silver Spring, MD 20904
 Title Insurer: N/A

Longmead Crossing Limited
 Partnership
 10220 River Road
 Potomac, Maryland 20854

LIBER 6429 FOLIO 468

LSP3:SDLONG1-3

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 14th day of June,
1984, by FULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Delaware,
hereinafter called "Declarant"

MSC. 40.00

WITNESSETH:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, FULTE HOME CORPORATION, Declarant, has
heretofore imposed certain covenants and conditions upon
certain other real property by Declaration recorded
December 28, 1983 in Liber 6270 at folio 725 and by
Supplementary Declaration recorded in Liber 6350 at folio
789 among the Land Records of Montgomery County, Maryland;
and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

1984 JUN 15 PM 2:05
1984 JUN 15 PM 2:05
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

40.00

Verified By: CB

LIBER 6428 FOLIO 470

of Howard
the State aforesaid and County personally appeared JAMES N.
ANDERSON, who is personally known to me to be the Division
President of PULTE HOME CORPORATION, and the person named as
attorney-in-fact in the foregoing Supplementary Declaration,
and by virtue of the authority vested by said instrument,
acknowledge the same to be the act and deed of PULTE HOME
CORPORATION and that the same was executed for the purposes
therein contained.

WITNESS my hand and notarial seal.


Audrey G. Carter
Notary Public Audrey G. Carter
Howard County, Md.

My Commission Expires: July 1, 1986

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.


Louis S. Petrey

LEDER 8428 PLS 471

EXHIBIT "A"

Lots numbered One (1) through and including Four (4) in Block lettered "B" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 124, Plat No. 14502, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Fifty-one (51) through and including Sixty-eight (68) in Block lettered "B" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 124, Plat No. 14501, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Twenty-five (125) through and including One Hundred Forty (140) in Block lettered "B" and Parcel lettered "D" in Block lettered "B" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 126, Plat No. 14755, among the Land Records of Montgomery County, Maryland.

Parcel ID No.
#13-55-2349727

- 738
- 740
- 751
- #13-255-2350236
- 247
- 258
- 260
- 271
- 282
- 293
- 305
- 316
- 327
- 338
- 340
- 351
- 362
- 373
- 384
- 395
- 407

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Title Insurer: N/A

Master Acct. No. for
Lots 125-140 and Parcel "D"
#13-176-1538553

SEE OTHER
PAGE 1000000 & 1000000 P 1
THIS DOCUMENT IS UNCLASSIFIED
DATE 08-14-2001 BY 60322
WWW.FBI/DOJ/OPIC/STP

(H)
(2)

LIBER 6428 FOLIO 472

LSP3:SDTAB1-3

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Fabiona Cluster Annexation)

THIS DECLARATION, made this 14th day of June,
1984, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Delaware, ...
hereinafter called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, PULTE HOME CORPORATION, Declarant, has
heretofore imposed certain covenants and conditions upon
certain other real property by Declaration recorded
December 29, 1983 in Liber 6270 at folio 725 and by
Supplementary Declaration recorded in Liber 6350 at folio
789 among the Land Records of Montgomery County, Maryland;
and

WHEREAS, by Supplementary Declaration of Covenants and
Restrictions dated March 20, 1984, and intended to be
recorded immediately prior hereto, Declarant has extended
the scheme of Covenants and Restrictions of the aforesaid
Declaration to the property described in Exhibit "A"
attached hereto; and

WHEREAS, by Supplementary Declaration of Covenants and
Restrictions recorded December 29, 1983, in Liber 6272 at
folio 119 and by additional Supplementary Declaration
recorded in Liber 6350 at folio 793 among the Land Records
of Montgomery County, Maryland, Declarant established the

1984 JUN 15 PM 2:08
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

4000

Verified By: C. Burt

LIBER 6428 FOLIO 473

Tabiona Cluster of the Longmead Crossing Community and imposed certain additional covenants and conditions on certain other real property; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Supplementary Declaration (Tabiona Cluster) aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Supplementary Declaration (Tabiona Cluster) aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Supplementary Declaration (Tabiona Cluster) aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration (Tabiona Cluster) as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by JAMES N. ANDERSON, Division

LEER 8428 FOLIO 474

President, has on this 14th day of June, 1984, caused these presents to be executed by JAMES N. ANDERSON, its Division President, and does hereby constitute and appoint said JAMES N. ANDERSON its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

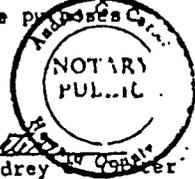
By *James N. Anderson*
James N. Anderson, President
Western Maryland Division
Attorney in Fact of Pulte
Home Corporation

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

I HEREBY CERTIFY that on this 14th day of June, 1984 before me, the subscriber, a Notary Public in and for the State aforesaid and County/personally appeared JAMES N. ANDERSON, who is personally known to me to be the Division President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Audrey S. Carter
Notary Public Audrey S. Carter



My Commission Expires: July 1, 1986

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Jettley
Louis S. Jettley

BOOK 6428 PAGES 475

EXHIBIT "A"

Lots numbered One (1) through and including Four (4) in Block lettered "B" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 124, Plat No. 14502, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Fifty-one (51) through and including Sixty-eight (68) in Block lettered "B" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 124, Plat No. 14501, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Twenty-five (125) through and including One Hundred Forty (140) in Block lettered "B" and Parcel lettered "D" in Block lettered "B" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 126, Plat No. 14755, among the Land Records of Montgomery County, Maryland.

Parcel ID No.
#13-255-2349727

738
740
751

#13-255-2350236

247
258
260
271
282
293
305
316
327
338
340
351
362
373
384
395
407

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Title Insurer: N/A

Master Acct. No. for
Lots 125-140 and Parcel "D"
#13-176-1538553

5

LIBER 6551 FOLIO 384

LSP5:SDLON1-4
9/21/84:le

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SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 8th day of October 1984, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Delaware, and LONGHEAD CROSSING LIMITED PARTNERSHIP, a Maryland limited partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

NISC.

81.00

OCT 23 AM 10:36
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

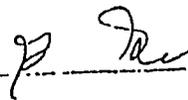
WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by Supplementary Declarations recorded in Liber 6350 at folio 789 and Liber 6428 at folio 468 among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

Witnessed By: _____



01

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by JAMES N. ANDERSON, Division President, has on this 8th day of OCTOBER, 1984, caused these presents to be executed by JAMES N. ANDERSON, its Division President, and does hereby constitute and appoint said JAMES N. ANDERSON its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By James N. Anderson
James N. Anderson, President
Western Maryland Division
Attorney in Fact of Pulte
Home Corporation

STATE OF MARYLAND)

COUNTY OF MONTGOMERY)

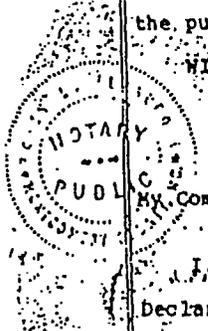
ES:

I HEREBY CERTIFY that on this 8th day of OCTOBER, 1984, before me, the subscriber, a Notary Public in and for

LIBER 655 | FOLIO 386

Montgomery
the State aforesaid and County of / personally appeared
JAMES N. ANDERSON, who is personally known to me to be the
Division President of PULTE HOME CORPORATION, and the person
named as attorney-in-fact in the foregoing Supplementary
Declaration, and by virtue of the authority vested by said
instrument, acknowledge the same to be the act and deed of
PULTE HOME CORPORATION and that the same was executed for
the purposes therein contained.

WITNESS my hand and notarial seal.



Robin L. Blandford
Notary Public
ROBIN L. BLANDFORD

My Commission Expires: July 1, 1986

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

L. S. Pettey
Louis S. Pettey

LIBER 6551 FOLIO 987

WITNESS his hand and seal.

LONGHEAD CROSSING LIMITED
PARTNERSHIP
BY: POTOMAC INVESTMENT
ASSOCIATES LIMITED
PARTNERSHIP, General Partner

By: A. M. Natelli
A. M. Natelli, General Partner

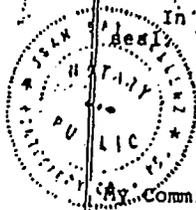
STATE OF MARYLAND

COUNTY OF MONTGOMERY

:
: SS:
:

On this 16th day of October, 1984, before me, the undersigned officer, personally appeared A. M. Natelli, General Partner of Potomac Investment Associates Limited Partnership, which is General Partner of Longhead Crossing Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official



Dean Jay Fellenz
Notary Public
DEAN JAY FELLEZ

My Commission Expires:

July 1, 1986

LIBER 655 / 100888

EXHIBIT "A"

Lots numbered One Hundred Five (105) through and including One Hundred Twenty-four (124) in Block lettered "B" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 126, Plat No. 14755, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Sixty-nine (69) through and including One Hundred Four (104) and Parcel lettered "C" in Block lettered "B" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 126, Plat No. 14754, among the Land Records of Montgomery County, Maryland.

Parcel ID Nos.

13-255-2391293;305;316;327;338;340;351;362;373;384;395;407;418;420;431;442;
453;464;475;486;497;500;511;522;533;544;555;566;577;588;590;602;613;624;635;
646;668;670;681;692;704;715;726;737;748;750;761;772;783;794;806;817;828;830;841;
852;282

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Longmead Crossing Limited Partnership
c/o Anthony M. Natelli
10220 River Road
Potomac, Maryland 20854

Title Insurer: N/A

-389
LIBER 6551 FOLIO 888

LSP5:SDTAB1-4
9/21/84:le

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Tabiona Cluster Annexation)

THIS DECLARATION, made this 8th day of October, 1984, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Delaware, and LONGMEAD CROSSING LIMITED PARTNERSHIP, a Maryland limited partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

NISC.

81.00

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

SUBTOTAL

162.00

CHECK

162.00

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OCT 23 84

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by Supplementary Declarations recorded in Liber 6350 at folio 789 and Liber 6428 at folio 468 among the Land Records of Montgomery County, Maryland; and

WHEREAS, by Supplementary Declaration of Covenants and Restrictions dated October 8, 1984, and intended to be recorded immediately prior hereto, Declarant has extended the scheme of Covenants and Restrictions of the aforesaid Declaration to the property described in Exhibit "A" attached hereto; and

WHEREAS, by Supplementary Declaration of Covenants and Restrictions recorded December 29, 1983, in Liber 6272 at folio 119 and by additional Supplementary Declaration recorded in Liber 6350 at folio 793 and Liber 6428 at folio 472 among the Land Records of Montgomery County, Maryland,

1984 OCT 23 AM 10:37

CLERK'S OFFICE
MONTGOMERY COUNTY, MD

92 7

LIBER 6551 FOLIO 390

Declarant established the Tabiona Cluster of the Longmead Crossing Community and imposed certain additional covenants and conditions on certain other real property; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Supplementary Declaration (Tabiona Cluster) aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Supplementary Declaration (Tabiona Cluster) aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Supplementary Declaration (Tabiona Cluster) aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration (Tabiona Cluster) as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by JAMES N. ANDERSON, Division

LIBR 8551 FOLIO 382

WITNESS his hand and seal.

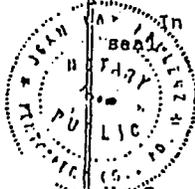
LONGMEAD CROSSING LIMITED
PARTNERSHIP
By: POTOMAC INVESTMENT
ASSOCIATES LIMITED
PARTNERSHIP, General Partner

By: *A. M. Natelli*
A. M. Natelli, General Partner

STATE OF MARYLAND :
: SS:
COUNTY OF *Anne Arundel* :

On this *14th* day of *October*, 1984, before me, the undersigned officer, personally appeared A. M. Natelli, General Partner of Potomac Investment Associates Limited Partnership, which is General Partner of Longmead Crossing Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official



Jean Jan Felencz
Notary Public
JEAN JAN FELENCZ

My Commission Expires:

July 1, 1986

EXHIBIT "A"

LIBER 655 | PAGE 389

Lots numbered One Hundred Fiva (105) through and including One Hundred Twenty-four (124) in Block lettered "B" in the subdivision known as " LONGHEAD " as per plat recorded in Plat Book 126, Plat No. 14755, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Sixty-nine (69) through and including One Hundred Four (104) and Parcel lettered "C" in Block lettered "B" in the subdivision known as " LONGHEAD " as per plat recorded in Plat Book 126, Plat No. 14754, among the Land Records of Montgomery County, Maryland.

Parcel ID Nos.

113-255-2391293;305;316;327;330;340;351;362;373;384;395;407;418;420;431;442;
453;464;475;486;497;500;511;522;533;544;555;566;577;588;590;602;613;624;635;
646;668;670;681;692;704;715;726;737;748;750;761;772;783;794;806;817;828;830;841;
852;282

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Longhead Crossing Limited Partnership
c/o Anthony M. Natelli
10220 River Road
Potomac, Maryland 20854

Title Insurer: N/A



SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 27th day of December, 1984, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Delaware Corporation, hereinafter collectively called "Developer".

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Ladymeade Cluster shall be part of the Homecrest Neighborhood Service District.

RELEASE

82-00

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

1985 JAN 11 PM 1:27

400
MONTGOMERY COUNTY, MARYLAND
LAND RECORDS DEPARTMENT

82

Handwritten mark or signature at the bottom of the page.

Association, Inc., hereinafter referred to as the
"Association", and shall be known as Ladymeade Cluster:

(See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed \$75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be \$385.20, per Living Unit.

Section 4. Change in Maximum. From and after the first

day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living

Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as Flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or

implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

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

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joining and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

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

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair,

reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Ladymeade Cluster:

(See Exhibit B)

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Ladymeade Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Ladymeade Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Ladymeade Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Ladymeade Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Ladymeade Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forbearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Ladymeade Cluster, or any mortgagee of any Lot which becomes subject

to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action of law or exclusively by recovery of damages.

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

Section 5. Consent of The Maryland-National Capital Park and Planning Commission. Neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

- (b) abandon or terminate this Declaration; or
- (c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.
- (d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or
- (e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

Section 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of

Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.



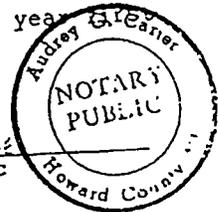
Joan Fay Felleman
Notary Public

My Commission Expires:
July 1, 1986

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 18th day of December, 1984, before me, the subscriber, a Notary Public in and for the County of Howard and / ^{state aforesaid} personally appeared JAMES N. ANDERSON, who is personally well known to me to be the person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year above written.



Audrey G. Carter
Notary Public
Audrey G. Carter

My commission expires:
July 1, 1986

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Petkey
Louis S. Petkey

EXHIBIT "B"

LIBER 28 FOLIO 53

Parcel lettered "I" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14972, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "J" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14973, among the Land Records of Montgomery County, Maryland.

(H)

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic
reproduction.

LIBER 6689 FOLIO 499

11F6:SDLONG1-4
3/21/85:1a

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 26th day of March, 1985, by
PULTE HOME CORPORATION, a corporation organized and existing
under the laws of the State of Delaware, hereinafter called
"Declarant"

WITNESSETH:

WISC.

60.00

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270 at
folio 725 and by Supplementary Declarations recorded in
Liber 6350 at folio 789, Liber 6428 at folio 468, Liber 6551
at folio 384, and Liber 6628 at folio 635, among the Land
Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

1985 MAR 28 PM 1:47

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Handwritten signature

LIBER 6889 FOLIO 500

Document submitted for record
in a condition not permitting
satisfactory photographic
reproduction.

occupied, and improved subject to the covenants, restric-
tions, easements, charges and liens set forth in the afore-
said Supplementary Declaration as amended, just as if all
said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary
Declaration of Covenants and Restrictions is described on
Exhibit "A", attached hereto and incorporated herein by this
reference.

3. Except as hereinabove modified and amended, the
terms and conditions set forth in the aforesaid Declaration
of Covenants and Restrictions are hereby ratified and
confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a
Delaware corporation, by JAMES N. ANDERSON, Division
President, has on this 26th day of March, 1985, caused
these presents to be executed by JAMES N. ANDERSON, its
Division President, and does hereby constitute and appoint
said JAMES N. ANDERSON its true and lawful attorney-in-fact
to acknowledge and deliver these presents as the act and
deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By J. N. Anderson
James N. Anderson, President
Maryland Division
Attorney in Fact of Pulte
Home Corporation

STATE OF MARYLAND

COUNTY OF MONTGOMERY

SS:

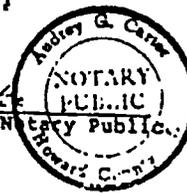
I HEREBY CERTIFY that on this 26th day of March, 1985,
before me, the subscriber, a Notary Public in and for

LIBER 6889 PAGES 501

GENE'S IMAGING
prints submitted for review
in this condition not permitting
photocopying photographs
for reproduction.

the State aforesaid and County of Howard personally appeared
JAMES M. ANDERSON, who is personally known to me to be the
Division President of PULTE HOME CORPORATION, and the person
named as attorney-in-fact in the foregoing Supplementary
Declaration, and by virtue of the authority vested by said
instrument, acknowledge the same to be the act and deed of
PULTE HOME CORPORATION and that the same was executed for
the purposes therein contained.

WITNESS my hand and notarial seal.

Audrey G. Carter
Audrey G. Carter, Notary Public.


My Commission Expires: July 1, 1986

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pethey
Louis S. Pethey

EXHIBIT "A" LIBER 6889 FOLIO 502

Lots numbered One Hundred Thirty-two (132) through and including One Hundred Forty-two (142) and Lots numbered One Hundred Fifty-one (151) through and including One Hundred Sixty-one (161) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14973, among the Land Records of Montgomery County, Maryland, AND

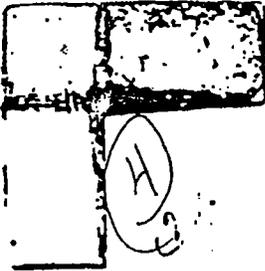
Lots numbered One Hundred Forty-three (143) through and including One Hundred Fifty (150) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14972, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Sixty-two (162) through and including One Hundred Seventy-three (173) and Parcel lettered "K" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14974, among the Land Records of Montgomery County, Maryland.

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Title Insurer:	N/A	Lot 172 "A" - #13-255-2443763
		173 "A" 774
Parcel ID Nos.		Parcel "K" (A) #13-255-2443650
Lot 132, Block "A", Longmead		Account No. 13-255-2443433
133		444
134		455
135		466
136		477
137		488
138		490
139		502
140		513
141		524
142		535
143		2443160
144		171
145		182
146		193
147		205
148		216
149		227
150		238
151		546
152		557
153		568
154		570
155		581
156		592
157		604
158		615
159		626
160		637
161		648
162		661
163		672
164		683
165		694
166		706
167		717
168		728
169		730
170		741
171		752

CLARK'S SERVICE
 does not warrant for errors
 in a million not permitting
 satisfactory photographs
 to be made.



LIBER 6689 FOLIO 503

11P6:SDLAD1-3

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Ladymeade Cluster Annexation)

THIS DECLARATION, made this 26th day of March,
1985, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Delaware,
hereinafter called "Declarant"

W I T N E S S E T H:

MSC
SUTHERLAND
CLERK
40000 0000
66.00
100.00
100.00
200.00
400.00

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, PULTE HOME CORPORATION, Declarant, has
heretofore imposed certain covenants and conditions upon
certain other real property by Declaration recorded
December 28, 1983 in Liber 6270 at folio 725 among the Land
Records of Montgomery County, Maryland which Declaration has
been Supplemented to extend the scheme of Covenants to
various other properties; and

WHEREAS, by Supplementary Declaration of Covenants and
Restrictions recorded January 11, 1985, in Liber 6628 at
folio 635 among the Land Records of Montgomery County,
Maryland, Declarant established the Ladymeade Cluster of the
Longmead Crossing Community and imposed certain additional
covenants and conditions on certain other real property; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Supplementary Declaration (Ladymeade Cluster) aforesaid unto
additional of its properties, in accordance with Article II,
Section 2 of the Supplementary Declaration (Ladymeade
Cluster) aforesaid;

1985 MAR 26 PM 1:48

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LIBER 6689 FOLIO 504

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Supplementary Declaration (Ladyweade Cluster) aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration (Ladyweade Cluster) as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by JAMES N. ANDERSON, Division President, has on this 26th day of March, 1985, caused these presents to be executed by JAMES N. ANDERSON, its Division President, and does hereby constitute and appoint said JAMES N. ANDERSON its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

ATTEST:

PULTE HOME CORPORATION

Carol S. Fitzgerald
Carol S. Fitzgerald
Witness

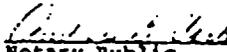
By James N. Anderson
James N. Anderson, President
Maryland Division
Attorney in Fact of Pulte
Home Corporation

LIBER 8689 PAGES 505

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

I HEREBY CERTIFY that on this 26th day of March, 1985, before me, the subscriber, a Notary Public in and for the State of Maryland, and County of Howard personally appeared JAMES N. ANDERSON, who is personally known to me to be the Division President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.


Notary Public
Audrey G. Carter



My Commission Expires:

July 1, 1986

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.


Louis B. Fettey

LIBER 6669 PAGE 506

EXHIBIT "A"

Lots numbered One Hundred Thirty-two (132) through and including One Hundred Forty-two (142) and Lots numbered One Hundred Fifty-one (151) through and including One Hundred Sixty-one (161) in Block lettered "A" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 128, Plat No. 14973, among the Land Records of Montgomery County, Maryland, AND

Lots numbered One Hundred Forty-three (143) through and including One Hundred Fifty (150) in Block lettered "A" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 128, Plat No. 14972, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Sixty-two (162) through and including One Hundred Seventy-three (173) and Parcel lettered "K" in Block lettered "A" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 128, Plat No. 14974, among the Land Records of Montgomery County, Maryland.

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Title Insurer: N/A	Lot 172 "A" - #13-255-2443763
	173 "A" 774
Parcel ID Nos.	Parcel "K"(A) #13-255-2443650
Lot 132, Block "A", Longmead	Account No. 13-255-2443433
133	444
134	455
135	466
136	477
137	488
138	490
139	502
140	513
141	524
142	535
143	2443160
144	171
145	182
146	193
147	205
148	216
149	227
150	238
151	546
152	557
153	568
154	570
155	581
156	592
157	604
158	615
159	626
160	637
161	648
162	661
163	672
164	683
165	694
166	706
167	717
168	728
169	730
170	741
171	752

LECA 6818 FOL 803

11F6:BDLONG1-4
7/30/85:eer

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Langmead Crossing)

THIS DECLARATION, made this 31st day of July, 1985, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan, hereinafter called "Declarant"

WITNESSETH:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by Supplementary Declarations recorded in Liber 6350 at folio 789, Liber 6428 at folio 468, Liber 6551 at folio 384, Liber 6628 at folio 635, and Liber 6689 at folio 499, among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

Verified By: OH

1985 AUG -6 PM 1:29
MONTGOMERY COUNTY, MD

110-

LPC26812708884

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by JAMES N. ANDERSON, Division President, has on this 31st day of July, 1985, caused these presents to be executed by JAMES N. ANDERSON, its Division President, and does hereby constitute and appoint said JAMES N. ANDERSON its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By James N. Anderson
James N. Anderson, President
Maryland Division
Attorney in Fact of Pulte
Home Corporation

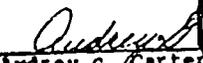
STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

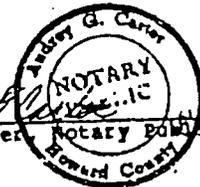
I HEREBY CERTIFY that on this 31st day of July, 1985, before me, the subscriber, a Notary Public in and for

3. 132A 6813 FRL 805.

the State aforesaid and County of Howard personally appeared JAMES W. ANDERSON, who is personally known to me to be the Division President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained:

WITNESS my hand and notarial seal.


Audrey G. Carter, Notary Public



My Commission Expires: July 1, 1986

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.


Louis S. Fettoy

EXHIBIT "A"

LESA 8816 FOR 806

Lots numbered One Hundred Seventy-four (174) through and including One Hundred Eighty-one (181) and Lots numbered Two Hundred Nine (209) through and including Two Hundred Twenty-five (225) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14974, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Two Hundred Twenty-six (226) through and including Two Hundred Thirty-six (236) and Parcel lettered "L" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14975, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered Two Hundred Four (204) through and including Two Hundred Eight (208) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14975, among the Land Records of Montgomery County, Maryland.

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Title Insurer: N/A

Parcel ID Nos.

Lot 233, Block "A" Longmead - Account No. 13-255-2444302
 234 313
 235 313
 236 324
 335

Parcel ID Nos.

Lot 174, Block "A" Longmead - Account No. 13-255-2443785
 175 796
 176 808
 177 810
 178 821
 179 832
 180 843
 181 854

Parcel "L", Block "A" Longmead - Account No. 13-255-2444038

Lot 204, Block "A" Longmead - Account No. 13-255-2444186
 205 197
 206 200
 207 211
 208 222
 209 2443865
 210 876
 211 887
 212 898
 213 901
 214 912
 215 923
 216 934
 217 945
 218 956
 219 967
 220 978
 221 980
 222 991
 223 2444005
 224 016
 225 027
 226 233
 227 244
 228 255
 229 266
 230 277
 231 288
 232 290

Exhibit "A" continued -

WM 8818 852907

Lots numbered One Hundred Ninety-one (191) through and including One Hundred Ninety-eight (198) and Lots numbered Two Hundred Thirty-seven (237) through and including Two Hundred Sixty (260) and Parcel lettered "M" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14976, among the Land Records of Montgomery County, Maryland, AND Lots numbered One Hundred Ninety-nine (199) through and including Two Hundred Three (203) and Lots numbered One Hundred Eighty-two (182) through and including One Hundred Ninety (190) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14975, among the Land Records of Montgomery County, Maryland.

Parcel ID Nos.

Parcel "M", Block A, Longmead - Acct. No. 13-255-2444346

Lot 182, Block A, Longmead - Acct No. 13-255-2444040

183	051
184	062
185	073
186	084
187	095
188	107
189	118
190	120
191	357
192	368
193	370
194	381
195	392
196	404
197	415
198	426
199	437
200	448
201	450
202	461
203	472
237	483
238	494
239	506
240	517
241	528
242	530
243	541
244	552
245	563
246	574
247	585
248	596
249	608
250	610
251	621
252	632
253	643
254	654
255	665
256	
257	
258	
259	
260	

LIBER 6816 FOLIO 813

11F6:BDLAD1-3
7/30/85:lg

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Ladymeade Cluster Annexation)

THIS DECLARATION, made this 31st day of July,
1985, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan,
hereinafter called "Declarant" -11C.

W I T N E S S E T H

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, PULTE HOME CORPORATION, Declarant, has
heretofore imposed certain covenants and conditions upon
certain other real property by Declaration recorded
December 28, 1983 in Liber 6270 at folio 725 among the Land
Records of Montgomery County, Maryland which Declaration has
been Supplemented to extend the scheme of Covenants to
various other properties; and

WHEREAS, by Supplementary Declaration of Covenants and
Restrictions recorded January 11, 1985, in Liber 6628 at
folio 635 and by additional Supplementary Declaration
recorded in Liber 6689, at folio 503, among the Land Records
of Montgomery County, Maryland, Declarant established the
Ladymeade Cluster of the Longmead Crossing Community and
imposed certain additional covenants and conditions on cer-
tain other real property; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Supplementary Declaration (Ladymeade Cluster) aforesaid unto
additional of its properties, in accordance with Article II,
Section 2 of the Supplementary Declaration (Ladymeade
Cluster) aforesaid;

Verified By:

1985 AUG -6 PM 1:30

CLERK'S OFFICE
MONTGOMERY COUNTY, MD

1110-

LIBER 6816 FOLIO 214

NOW, THEREFORE, Declarant hereby declares as follows:

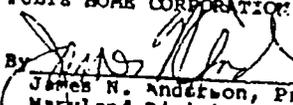
1. All the terms and conditions of the Supplementary Declaration (Ladymeade Cluster) aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration (Ladymeade Cluster) as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by JAMES N. ANDERSON, Division President, has on this 31st day of July, 1985, caused these presents to be executed by JAMES N. ANDERSON, its Division President, and does hereby constitute and appoint said JAMES N. ANDERSON its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By 
James N. Anderson, President
Maryland Division
Attorney in Fact of Pulte
Home Corporation

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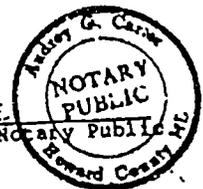
STATE OF MARYLAND
COUNTY OF MONTGOMERY

SS:

I HEREBY CERTIFY that on this 31st day of July, 1985, before me, the subscriber, a Notary Public in and for the State aforesaid and County of Howard personally appeared JAMES N. ANDERSON, who is personally known to me to be the Division President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Audrey G. Carter
Audrey G. Carter, Notary Public



My Commission Expires: July 1, 1986

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis B. Pettey
Louis B. Pettey

EXHIBIT "A"

LSR 681874916

Lots numbered One Hundred Seventy-four (174) through and including One Hundred Eighty-one (181) and Lots numbered Two Hundred Nine (209) through and including Two Hundred Twenty-five (225) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14974, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Two Hundred Twenty-six (226) through and including Two Hundred Thirty-six (236) and Parcel lettered "L" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14975, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered Two Hundred Four (204) through and including Two Hundred Eight (208) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14975, among the Land Records of Montgomery County, Maryland.

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Title Insurer: N/A

Parcel ID Nos.

Lot 233, Block "A" Longmead - Account No. 13-255-2444302	
234	313
235	324
236	335

Parcel ID Nos.

Lot 174, Block "A" Longmead - Account No. 13-255-2443785	
175	
176	796
177	808
178	810
179	821
180	832
181	843
	854

Parcel "L", Block "A" Longmead - Account No. 13-255-2444038

Lot 204, Block "A" Longmead - Account No. 13-255-2444186	
205	197
206	200
207	211
208	211
209	222
210	2443865
211	876
212	887
213	898
214	901
215	912
216	923
217	934
218	945
219	956
220	967
221	978
222	980
223	991
224	2444005
225	016
226	027
227	233
228	244
229	255
230	266
231	277
232	288
	290

THE MONTGOMERY COUNTY DEPARTMENT OF RECORDS & ADMINISTRATION
1000 EAST WISCONSIN AVENUE
SILVER SPRING, MARYLAND 20910
TELEPHONE 443-3000

Exhibit "A" continued

1981 11 16 PM 3017

Lots numbered One Hundred Ninety-one (191) through and including One Hundred Ninety-eight (198) and Lots numbered Two Hundred Thirty-seven (237) through and including Two Hundred Sixty (260) and Parcel lettered "M" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14976, among the Land Records of Montgomery County, Maryland, AND Lots numbered One Hundred Ninety-nine (199) through and including Two Hundred Three (203) and Lots numbered One Hundred Eighty-two (182) through and including One Hundred Ninety (190) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14975, among the Land Records of Montgomery County, Maryland.

Parcel ID Nos.

Parcel "M", Block A, Longmead - Acct. No. 13-255-2444346
Lot 182, Block A, Longmead - Acct No. 13-255-2444040

183	051
184	062
185	073
186	084
187	095
188	107
189	118
190	120
191	357
192	368
193	370
194	381
195	392
196	404
197	415
198	426
199	131
200	142
201	153
202	164
203	175
237	437
238	448
239	450
240	461
241	472
242	483
243	494
244	506
245	517
246	528
247	530
248	541
249	552
250	563
251	574
252	585
253	596
254	608
255	621
256	632
257	643
258	654
259	665
260	

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 30th day of SEPTEMBER, 1985, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively called "Developer".

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Normandy Towne Cluster shall be part of the Homecrest Neighborhood Service District.

MISC. 307.00
REFUND 100.00
SUBTOTAL 307.00
CHECK 307.00
#01277 0001 802 714:
OCT 25 1985

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

105 OCT 25 PM 2:04

427

Association, Inc., hereinafter referred to as the "Association", and shall be known as Normandy Towne Cluster:

(See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed \$75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be \$ 480.00, per Living Unit.

Section 4. Change in Maximum. From and after the first

day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV
PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V
PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living

Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as Flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or

implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

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

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joining and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

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

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair,

reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Normandy Towne Cluster:

(See Exhibit B)

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Normandy Towne Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Normandy Towne Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Normandy Towne Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Normandy Towne Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Normandy Towne Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forbearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Normandy Towne Cluster, or any mortgagee of any Lot which becomes subject

to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action of law or exclusively by recovery of damages.

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

Section 5. Consent of The Maryland-National Capital Park and Planning Commission. Neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

Section 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of

Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by James N. Anderson, its Division President, and does hereby appoint the said James N. Anderson as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: *James N. Anderson*
James N. Anderson
Division President

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

A. M. Natelli

By: *A. M. Natelli*
A. M. Natelli
General Partner

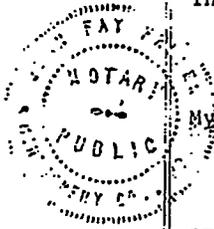
STATE OF MARYLAND

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: SS:
:

COUNTY OF MONTGOMERY

On this 14th day of September, 1985, before me, a Notary Public, appeared *A. M. Natelli*, who acknowledged himself to be a General Partner of Potomac

Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.



Fay Feltz
Notary Public

My Commission Expires:
July 1, 1986

STATE OF MARYLAND)
Prince Georges) S:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 2 day of October, 1985, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared JAMES N. ANDERSON, who is personally well known to me to be the person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

Anthony M. Russell
Notary Public

My commission expires:
July 1, 1986

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Pettey
Louis S. Pettey

Lots numbered One (1) through and including Twenty-eight (28) and Parcel lettered "A" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15456, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Twenty-nine (29) through and including Forty-four (44) and Lots numbered Seventy (70) through and including One Hundred (100) and Parcel lettered "B" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15457, among the Land Records of Montgomery County, Maryland, AND

Lots numbered One Hundred One (101) through and including One Hundred Twenty-five (125) and Parcel lettered "C" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15458, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered Forty-five (45) through and including Sixty-nine (69) and Parcel lettered "D" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15459, among the Land Records of Montgomery County, Maryland.

Title Insurer: N/A
Pulte Home Corporation, 11120 New Hampshire Avenue, Silver Spring, MD 20904

Parcel ID Nos.	Lot 51(E)Longmead-#13-255-2528674
1(E)Longmead -#13-255-2527577	685
2	588
3	590
4	602
5	613
6	624
7	635
8	646
9	657
10	670
11	681
12	692
13	704
14	715
15	726
16	737
17	748
18	750
19	761
20	772
21	783
22	794
23	806
24	817
25	828
26	830
27	841
28	852
29	874
30	885
31	896
32	908
33	910
34	921
35	932
36	943
37	954
38	965
39	976
40	987
41	998
42	2528003
43	014
44	025
45	617
46	628
47	630
48	641
49	652
50	668
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SCHEDULE "B"

LIBER E 9 0 2 FOLIO 6 6 4

Parcel lettered "A" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15456, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "B" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15457, among the Land Records of Montgomery County, Maryland, AND

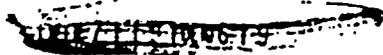
Parcel lettered "C" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15458, among the Land Records of Montgomery County, Maryland, AND ALSO

Parcel lettered "D" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15459, among the Land Records of Montgomery County, Maryland.

Parcel ID Nos.

Lot 101 (E) Longmead - Account No. 13-255-2528355	
102	366
103	377
104	388
105	390
106	402
107	413
108	424
109	435
110	446
111	457
112	468
113	470
114	481
115	492
116	504
117	515
118	526
119	537
120	548
121	550
122	561
123	572
124	583
125	594

Parcel A (E) Longmead - Account No. 13-255-2527863	
B	2528344
C	606
D	867



7/18/86

LSP2:PULTR1-4
04/29/86:hej

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
LONGMEAD CROSSING

THIS AMENDMENT to the Declaration of Covenants and Restriction of Longmead Crossing is made this 8th day of May, 1986, A.D. by LONGMEAD CROSSING LIMITED PARTNERSHIP, a Maryland Limited Partnership, and FULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer was the Declarant of a certain Declaration of Covenants and Restrictions for the residential planned community known as "Longmead Crossing" (hereinafter the "Declaration") recorded among the Land Records of Montgomery County, Maryland on December 28, 1983 in Liber 6270 at Folio 725; and

WHEREAS, said Declaration, Article II, Section 3(b) provided, inter alia that Developer reserved the right to "add land to... the Development Plan for lands which have yet not been made subject to this Declaration in response to technological, economic, environmental or social conditions related to the development or marketing of the Properties..."; and

WHEREAS, Developer has determined, based upon technological, economic, environmental and social conditions

NTSC. 27.00
CHECK 27.00
#42778 0000 ROS 718122
MAY 18 86

EX JULY 16 11 10 22
CLERK'S OFFICE
MONTGOMERY COUNTY, MD.

29- Verified By kel

REC-7119 FOLIO 520

related to the development and marketing of the Properties, that two certain parcels of land, described in Exhibit A and Exhibit B to this Amendment, should be added to the scheme of development of Longmead Crossing.

NOW THEREFORE, the Developer hereby amends the Declarations as follows:

The definition of "Development Plan" as defined in Article I, Section II of the Declaration is hereby amended by adding to said definition the properties described in Exhibit A and Exhibit B attached hereto and incorporated herein by the reference.

Developer hereby certifies that it has given Notice of this Amendment to the Association, secured approval of this Amendment from the Maryland National Capital Park and Planning Commission and the Federal Mortgage Agencies all as required by Article II, Section 3(b) of the Declaration.

IN WITNESS WHEREOF, the Developer, Longmead Crossing Limited Partnership, a limited partnership organized and existing under the laws of Maryland, has caused these presents to be duly executed by a General partner, this 2nd day of May, 1986.

LONGMEAD CROSSING LIMITED PARTNERSHIP

BY: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP, GENERAL
PARTNER

BY: A. M. Natelli
General Partner
A. M. Natelli

LIBER 119 FOLIOS 21

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by John G. Brinjak, its Division Vice President, and does hereby appoint the said John G. Brinjak as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: *John G. Brinjak*
John G. Brinjak
Division Vice President

STATE OF MARYLAND)
COUNT OF MONTGOMERY) SS:

On this 2nd day of July, 1986, before me, a Notary Public, appeared A. M. Natelli, who acknowledge himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partnership of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Juan Fay Feltenz
Notary Public JUAN FAY FELLENZ

My Commission Expires:

July 1, 1986



LIFER 7119 FOLIO 22

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

I HEREBY CERTIFY that on this 6 day of April, 1986, before me, the subscriber, a Notary Public in and for the County of Prince George's State of Maryland, personally appeared JOLYN G. BRINJAK, who is personally well known to me to be person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained herein.

WITNESS my hand and notarial seal the day and year first above written.

Cathy M. ...
Notary Public

My Commission Expires:

7-1-86

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]
Linda S. Petty

Parcel ID No. 13-176-1734420

Pulte Home Corporation, 11120 New Hampshire Ave., Silver Spring, MD 20904

Longsight Crossing Limited P'ship., 10220 River Road, Potomac, MD 20854

Title Insurer: n/a

LIGER 7119 P/10523

EXHIBIT A

All of that parcel of land described in a Preliminary Plan of subdivision known as "PARKGATE" prepared by Dewberry & Davis, Engineers Architects Planners Surveyors dated November, 1984 containing 33.33 acres of land more or less and located in Montgomery County, Maryland.

LIRER 7119 FOLIO 624

EXHIBIT B

All of that parcel of land described in a Preliminary Plan of subdivision known as "LONGLEAD-PHASE IV & FOSTER/LUDINGTON" prepared by Deuberry & Davis, Engineers Architects Planners Surveyors dated November, 1984 containing 18.93 acres of land more or less and located in Montgomery County, Maryland. Said Preliminary Plan was revised February 27, 1985. SAVING AND EXCEPTING THEREFROM that portion of the property which has already been included in the Original Development Plan for "LONGLEAD."

20

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 15th day of October, 1986, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively called "Developer".

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Wimbledon/ ^{Village} Cluster shall be part of the Homecrest Neighborhood Service District.

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

1986 OCT 28 AM 11:49
RECORDED
MONTGOMERY COUNTY, MD

232
26

sub 4

Association, Inc., hereinafter referred to as the Village
"Association", and shall be known as Wimbledon/ Cluster:

(See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed \$75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be ~~\$300.00~~ ^{\$400.00}, per Living Unit.

Section 4. Change in Maximum. From and after the first

day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living

Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as Flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or

implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

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

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joining and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

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

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair,

reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Wimbledon/Village Cluster:

(See Exhibit B)

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Wimbledon/Village Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Wimbledon/Village Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Wimbledon Village Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Wimbledon/^{Village} Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Wimbledon/^{Village} Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forbearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Wimbledon Village Cluster, or any mortgagee of any Lot which becomes subject

to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action of law or exclusively by recovery of damages.

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

Section 5. Consent of The Maryland-National Capital Park and Planning Commission. Neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

Section 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of

Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by JOHN G. BRINJAK its Division Vice-President and does hereby appoint the said JOHN G. BRINJAK as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: [Signature]
John G. Brinjak
Division Vice President

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

[Signature]
Notary Public

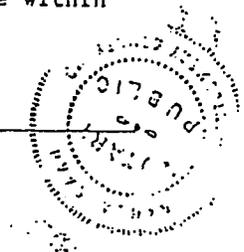
By: [Signature]
A. M. Natelli
General Partner

STATE OF MARYLAND :
COUNTY OF MONTGOMERY : SS:

On this 10th day of October, 1986 before me, a Notary Public, appeared [Signature], who acknowledged himself to be a General Partner of Potomac

Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Yelko Jack
Notary Public
11/11/88



My Commission Expires:
July 1, 1990

STATE OF MARYLAND)
)S:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 17th day of October, 1986, before me, the subscriber, a Notary Public in and for the state aforesaid and County/ ^{of Prince George's} personally appeared John G. Brinjak who is personally well known to me to be the person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

Yelko Jack
Notary Public
11/11/88

My commission expires:
July 1, 1990

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]
Louis S. Pettey

Lots numbered One (1) through and including Eight (8) and Lots numbered Eighty-six (86) through and including Ninety-two (92) and Parcel lettered "F" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 141, Plat No. 16190, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Nine (9) through and including Thirty-two (32) and Lots numbered Sixty-seven (67) through and including Seventy-two (72) and Lots numbered Eighty (80) through and including Eighty-five (85) and Parcel lettered "C" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15991, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Thirty-three (33) through and including Fifty (50) and Lots numbered Seventy-three (73) through and including Seventy-nine (79) and Parcel lettered "B" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15988, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Fifty-one (51) through and including Sixty-six (66) and Parcel lettered "A" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15990, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Ninety-three (93) through and including One Hundred Nine (109) and Lots numbered One Hundred Forty-seven (147) through and including One Hundred Fifty (150) and Parcel lettered "D" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15989, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Ten (110) through and including One Hundred Forty-six (146) and Parcel lettered "E"* in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15987, among the Land Records of Montgomery County, Maryland.
*in Block lettered "F"

EXHIBIT "B"

Parcel lettered "F" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 141, Plat No. 16190, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "C" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15991, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "B" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15988, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "A" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15990, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "D" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15989, among the Land Records of Montgomery County, Maryland, AND ALSO

Parcel lettered "E" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15987, among the Land Records of Montgomery County, Maryland.

Parcel ID Nos.

All lots in Block "F" Longmead

Lot	1- #13-255- 2666612	Lot	41 - #13-255-2637290
	2 623		42 302
	3 634		43 313
	4 645		44 324
	5 656		45 335
	6 667		46 346
	7 678		47 357
	8 680		48 368
	9 #13-255-2636455		49 370
	10 466		50 381
	11 477		51 2636821
	12 488		52 832
	13 490		53 843
	14 502		54 854
	15 513		55 865
	16 524		56 876
	17 535		57 887
	18 546		58 898
	19 557		59 901
	20 568		60 912
	21 570		61 923
	22 581		62 934
	23 592		63 945
	24 604		64 956
	25 615		65 967
	26 626		66 978
	27 637		67 2636694
	28 648		68 706
	29 650		69 717
	30 661		70 728
	31 672		71 730
	32 683		72 741
	33 2637211		73 2637392
	34 222		74 404
	35 233		75 415
	36 244		76 426
	37 255		77 437
	38 266		78 448
	39 277		79 450
	40 288		80 2636752

Parcel ID Nos.	continued	LIBER 7 3 6 6 FGLID 5 T 1	LoF	119 - #13-255-2637563
Lot 81	- #13-255-2636763		121	574
82	774		122	585
83	785		123	596
84	796		124	608
85	808		125	610
86	2666691		126	621
87	703		127	632
88	714		128	643
89	725		129	654
90	736		130	665
91	747		131	676
92	758		132	687
93	2636991		133	698
94	2637005		134	701
95	016		135	712
96	027		136	723
97	038		137	734
98	040		138	745
99	051		139	756
100	062		140	767
101	073		141	778
102	084		142	780
103	095		143	791
104	107		144	803
105	118		145	814
106	130		146	825
107	131		147	836
108	142		148	2637164
109	153		149	175
110	2637472		150	186
111	483	Parcel A - #13-255-2636810		197
112	494	B		2637200
113	506	C		2636444
114	517	D		2636980
115	528	E		2637461
116	530	F		2666601
117	541			
118	552			

Pulte Home Corporation
 11120 New Hampshire Avenue
 Silver Spring, Maryland 20904

Longmead Crossing Limited Partnership
 10220 River Road
 Potomac, Maryland 20854

Title Insurer: Security Title Guarantee Corp.

21

LIBER 7871 FOLIO 57

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SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 14th day of April, 1986, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively called "Developer".

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Parkgate Cluster shall be part of the Homecrest Neighborhood Service District.

CLERK'S OFFICE
MONTGOMERY COUNTY, MD

1987 MAY 4 AM 9 55

147.00
147.00
MAY 4 87

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

147.

K.K.

LIBER 767 | FOLIO 858

Association, Inc., hereinafter referred to as the "Association", and shall be known as Parkgate Cluster:
(See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units,

LDEN 7871 FWJ858

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed \$75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be Four Hundred Eighty and no/100 Dollars (\$480.00), per Living Unit.

Section 4. Change in Maximum. From and after the first

day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

LIBER 7871 PAGES 861

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

LINE 7671 FEB 862

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living

Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as Flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or

LIBER 7871 FOLIO 865

implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

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

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joining and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

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

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair,

reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

LEA 787 | 1988

ARTICLE VIII
CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Parkgate Cluster:
(See Exhibit B)

ARTICLE IX
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Parkgate Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Parkgate Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Parkgate Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Parkgate Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Parkgate Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forbearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Parkgate Cluster, or any mortgagee of any Lot which becomes subject

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LIBR 7671 FOLIO 870

to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action of law or exclusively by recovery of damages.

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

Section 5. Consent of The Maryland-National Capital Park and Planning Commission. Neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

- (b) abandon or terminate this Declaration; or
- (c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.
- (d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

- (e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

Section 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED
PARTNERSHIP has caused this Supplementary Declaration of

LSR 7871 FORM 272

Covenants and Restrictions to be signed in its corporate name by POTMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by John G. Brinjak, its Division Vice President, and does hereby appoint the said John G. Brinjak as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: [Signature]
John G. Brinjak
Division Vice President

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

[Signature]
Joan Fay Ellenz

By: [Signature]
A. M. Natelli
General Partner

STATE OF MARYLAND

: SS:

COUNTY OF MONTGOMERY

On this 4th day of April, 1987, before me, a Notary Public, appeared A. M. NATELLI, who acknowledged himself to be a General Partner of Potomac

INDEX 7871 PUM873

Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.



Jean Fay Fellner
Notary Public
Jean Fay Fellner

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

I HEREBY CERTIFY that on this 14 day of April, 1987, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared JOHN G. BRINJAK, who is personally well known to me to be the person named as Division Vice President in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

My commission expires:
7-1-90

Cathy M. Russell
Notary Public
Cathy M. Russell

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Pettey
Louis S. Pettey

LIBER 7671 PAGES 874

EXHIBIT A

Parcel lettered "A" in Block lettered "G" in a subdivision known as "Longmead" per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 139, Plat 16048; and

Lots numbered "4" through "10," inclusive, and Parcels lettered "B," "C," and "D," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 139, Plat 16049; and

Lots numbered "11" through "18," inclusive, and Parcels lettered "E" and "F," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16090; and

Lots numbered "19" through "27," inclusive, and Parcels lettered "G" and "H," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16091; and

Lots numbered "28" through "35," inclusive, and "37" and "38," and Parcels lettered "I," "J," "K" and "L," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16092; and

Lots numbered "36" and "39" through "43," inclusive, and Parcels lettered "M," "N" and "O," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16093; and

Lots numbered "44" through "47," inclusive, and Parcel lettered "P," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16094.

Block 139
Parcel lettered "A" in Block lettered "G" in a subdivision known as "Longmead" per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 139, Plat 16048; and

LESA 7671 PA 8975

EXHIBIT B

Parcel lettered "A" in Block lettered "G" in a subdivision known as "Longmead" per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 139, Plat 16048; and

Parcels lettered "B," "C," and "D," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 139, Plat 16049; and

Parcels lettered "E" and "F," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16090; and

Parcels lettered "G" and "H," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16091; and

Parcels lettered "I," "J," "K" and "L," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16092; and

Parcels lettered "M," "N" and "O," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16093; and

Parcel lettered "P," in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16094.

LEAD 7671 F600876

Address of Longmead Crossing Limited Partnership: 806 West Diamond Avenue
Gaithersburg, MD

Address of Pulte Home Corp.: 11120 New Hampshire Avenue
Silver Spring, MD 20904

Address of Property: unimproved

Tax I. D. Numbers:

Lots: All Block G

4	2651234
5	245
6	256
7	267
8	278
9	280
10	291
11	2652661
12	672
13	683
14	694
15	706
16	717
17	728
18	730
19	557
20	568
21	570
22	581
23	592
24	604
25	615
26	626
27	637
28	437
29	444
30	455
31	466
32	477
33	488
34	490
35	502
37	513
38	524
36	331
39	342
40	353
41	364
42	375
43	386
44	262
45	273
46	284
47	295

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Parcel A	Block	G	2651303
	B	Q	201
	C	Q	212
	D	Q	223
	E	Q	2652648
	F	Q	650
	G	Q	535
	H	Q	546
	I	Q	397
	J	Q	400
	K	Q	411
	L	Q	422
	M	Q	307
	N	Q	318
	O	Q	320
	P	Q	251

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FILED
HOWARD M. SMITH
CLERK'S OFFICE
MONTGOMERY CO MD

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 24TH day of NOVEMBER, 1987, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively called "Developer".

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Normandy Crossing Cluster shall be part of the Homecrest Neighborhood Service District.

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

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MONTGOMERY COUNTY
CLERK'S OFFICE

Association, Inc., hereinafter referred to as the
"Association", and shall be known as Normandy Crossing
Cluster: (See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforescribed real
property is, and shall be held, transferred, sold, conveyed
and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any
part of the Properties described in the Development Plan, or
land which is contiguous thereto, may be added to this
Cluster by the Developer, without the consent of the Owners,
within five (5) years of the date of this instrument, by the
filing of record of a Supplementary Declaration with respect
to such land which designates it as part of the Cluster and
by filing with the Association the plat and plans for such
addition. For this purpose, contiguous shall mean adjacent
to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used
exclusively for the purpose of providing services which are
necessary or desirable for the health, safety, and welfare
of the Members within the Cluster. Such services may inclu-
de: maintenance and operation of any Cluster Common Area as
described and designated in the Governing Documents,
including maintenance of streets or roads constructed on the
Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed \$75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be Five Hundred Sixty and no/100----- (\$560.00), per Living Unit.

Section 4. Change in Maximum. From and after the first

day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living

Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as Flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or

implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

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

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joining and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

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

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair,

reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Normandy Crossing Cluster:

(See Exhibit B)

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Normandy Crossing Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Normandy Crossing Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Normandy Crossing Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Normandy Crossing Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Normandy Crossing Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forbearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Normandy Crossing Cluster, or any mortgagee of any Lot which becomes subject

to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action of law or exclusively by recovery of damages.

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

Section 5. Consent of The Maryland-National Capital Park and Planning Commission. Neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

Section 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of

Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by John G. Brinjak, its Division Vice President, and does hereby appoint the said John G. Brinjak as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: *John G. Brinjak*
John G. Brinjak
Division Vice President

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

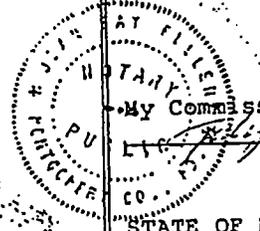
Julie K. Hassinger
Julie K. Hassinger

By: *A. M. Natelli*
A. M. Natelli
General Partner

STATE OF MARYLAND :
COUNTY OF MONTGOMERY : SS:
:

On this 24th day of DECEMBER, 1987, before me, a Notary Public, appeared A. M. NATELL, who acknowledged himself to be a General Partner of Potomac

Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.



Joan Jay Fellenz
Notary Public
Joan Jay Fellenz

My Commission Expires:

1-1-90

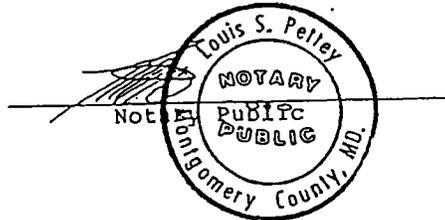
STATE OF MARYLAND)
COUNTY OF)SS:

I HEREBY CERTIFY that on this 2nd day of November, 1987, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared JOHN G. BRINJAK, who is personally well known to me to be the person named as Division Vice President in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

My commission expires:

7-1-90



THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Pettey
Louis S. Pettey

EXHIBIT "B"

Parcel lettered "A" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16514, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "B" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16512, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "C" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16549, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "D" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16513, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "E" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16510, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "F" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16508, among the Land Records of Montgomery County, Maryland, AND ALSO

Parcel lettered "G" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16509, among the Land Records of Montgomery County, Maryland.

PARCEL ID NOS. - Longmead Subdivision

LIBER 8036 110592

BLOCK "L"

Lot	Parcel ID	Lot	Parcel ID	Parcel	Parcel ID
1	13-255-2712344	108	-#2712732	"A"	#2712903
2	355	109	743	"B"	333
3	366	110	754	"D"	537
4	377	111	765	"E"	322
5	388	112	776	"F"	2711828
6	390	113	787	"G"	2712093
7	402	114	798	Parcel "C"	2719004
8	413	115	801	Lot 62 -	#13-255-2719015
9	424	116	812	63	026
10	914	117	823	64	037
11	925	118	834	65	048
12	936	119	845	66	050
13	947	120	856	67	061
14	958	121	867	68	072
15	960	122	878	69	083
16	971	123	880	70	094
17	982	124	891	71	106
18	993	125	2712105	72	117
19	2713007	126	116	73	128
20	018	127	127	74	139
21	020	128	138	75	140
22	031	129	140	76	151
23	042	130	151	77	162
24	053	131	162	78	173
25	064	132	173	79	184
26	075	133	184	80	195
27	086	134	195	81	208
28	097	135	207	82	210
29	100	136	218	83	221
30	111	137	220	84	232
31	122	138	231	85	243
32	133	139	242	86	254
33	144	140	253	87	265
34	155	141	2711830	88	276
35	166	142	841	89	287
36	177	143	852	90	298
37	2712435	144	863	91	301
38	446	145	874	92	312
39	457	146	885	93	323
40	468	147	896	94	334
41	470	148	908	95	345
42	481	149	910	96	356
43	492	150	921	97	367
44	504	151	932	98	378
45	515	152	943	99	389
46	526	153	954	100	391
47	548	154	965	101	403
48	550	155	976	102	414
49	561	156	987	103	425
50	572	157	998		
51	583	158	2712003	Title Insurer: Security Title Guarantee Corp.	
52	594	159	014		
53	606	160	025		
54	617	161	036	Developers: 806 W. Diamond Ave. Gaithersburg, MD 20878	
55	628	162	047		
56	630	163	058		
57	641	164	060		
58	652	165	071	Pulte: 11120 New Hampshire Avenue Silver Spring, MD 20904	
59	663	166	082		
60	674	167	264		
61	685	168	275		
104	696	169	286		
105	708	170	297		
106	710	171	300		
107	721	172	311		

PARCEL ID NOS. - Longmead Subdivision

BLOCK "L"

Lot	Parcel ID	Lot	Parcel ID
1	13-255-2712344	108	-#2712732
2	355	109	743
3	366	110	754
4	377	111	765
5	388	112	776
6	15013 390	113	787
7	402	114	798
8	15017 413	115	801
9	424	116	812
10	914	117	823
11	925	118	834
12	936	119	845
13	947	120	856
14	958	121	867
15	960	122	878
16	971	123	880
17	982	124	891
18	993	125	2712105
19	2713007	126	116
20	018	127	127
21	15062 020	128	138
22	031	129	140
23	15058 042	130	151
24	053	131	162
25	064	132	173
26	075	133	184
27	15048 086	134	195
28	15046 097	135	207
29	100	136	218
30	15044 111	137	220
31	122	138	231
32	133	139	242
33	144	140	253
34	155	141	2711830
35	166	142	841
36	177	143	852
37	2712435 144	144	863
38	446	145	874
39	457	146	885
40	15018 468	147	896
41	15016 470	148	908
42	481	149	910
43	492	150	921
44	504	151	932
45	515	152	943
46	526	153	954
47	548	154	965
48	550	155	976
49	561	156	987
50	572	157	998
51	583	158	2712003
52	594	159	014
53	606	160	025
54	617	161	036
55	628	162	047
56	630	163	058
57	641	164	060
58	652	165	071
59	663	166	082
60	674	167	264
61	685	168	275
104	696	169	286
105	708	170	297
106	710	171	300
107	721	172	311

Parcel "A" - #2712903
 "B" 333
 "D" 537
 "E" 322
 "F" 2711828
 "G" 2712093

Parcel "C" 2719004
 Lot 62 - #13-255-2719015

63	026
64	037
65	048
66	050
67	061
68	072
69	083
70	094
71	106
72	117
73	128
74	139
75	140
76	151
77	162
78	173
79	184
80	195
81	208
82	210
83	221
84	232
85	243
86	254
87	265
88	276
89	287
90	298
91	301
92	312
93	323
94	334
95	345
96	356
97	367
98	378
99	389
100	391
101	403
102	414
103	425

Title Insurer: Security Title
 Guarantee Corp.

Developers: 806 W. Diamond Ave
 Gaithersburg, MD 20878

Pulte: 11120 New Hampshire
 Avenue
 Silver Spring, MD 20904

Handwritten notes:
 12-1-11
 RL

Association, Inc., hereinafter referred to as the
"Association", and shall be known as Cherry Leaf Manor
Cluster: (See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforescribed real
property is, and shall be held, transferred, sold, conveyed
and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any
part of the Properties described in the Development Plan, or
land which is contiguous thereto, may be added to this
Cluster by the Developer, without the consent of the Owners,
within five (5) years of the date of this instrument, by the
filing of record of a Supplementary Declaration with respect
to such land which designates it as part of the Cluster and
by filing with the Association the plat and plans for such
addition. For this purpose, contiguous shall mean adjacent
to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used
exclusively for the purpose of providing services which are
necessary or desirable for the health, safety, and welfare
of the Members within the Cluster. Such services may inclu-
de: maintenance and operation of any Cluster Common Area as
described and designated in the Governing Documents,
including maintenance of streets or roads constructed on the
Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed \$75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be Six Hundred Dollars (\$600.00), per Living Unit.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV
PROTECTIVE COVENANTS .

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and design. Provided, however that the type and location of any fence must conform in all respects to the restrictions imposed by the "Fence Plan" attached hereto as Exhibit C which is incorporated in its entirety herein by this reference. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as Flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as PULTE HOME CORPORATION is engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE V

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Cherry Leaf Manor Cluster:
(See Exhibit B)

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five

percent (75%) of the Lots in Cherry Leaf Manor Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Cherry Leaf Manor Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Cherry Leaf Manor Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Cherry Leaf Manor Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Cherry Leaf Manor Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or

forebearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Cherry Leaf Manor Cluster, or any mortgagee of any Lot which becomes subject to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action of law or exclusively by recovery of damages.

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

Section 5. Consent of The Maryland-National Capital Park and Planning Commission. Neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

Section 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for

convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by John G. Brinjak, its Division Vice President, and does hereby appoint the said John G. Brinjak as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

ATTEST:

Robert M. [Signature]
J

PULTE HOME CORPORATION

By: [Signature]
John G. Brinjak
Division Vice President

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

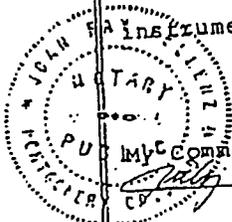
Julie K. [Signature]

By: [Signature]
General Partner

STATE OF MARYLAND
COUNTY OF MONTGOMERY

:
: SS:
:

On this 9th day of MARCH, 1988, before me,
a Notary Public, appeared A. M. NATELLI,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.



John P. Myle
Notary Public

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

I HEREBY CERTIFY that on this 2nd day of MARCH,
1988, before me, the subscriber, a Notary Public in and for
the jurisdiction aforesaid, personally appeared JOHN G.
BRINJAK, who is personally well known to me to be the person
named as Division Vice President in the foregoing
Declaration, and by virtue of the authority vested in him by
said instrument, acknowledged the same to be the act and
deed of Pulte Home Corporation, and that he executed the
same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first
above written.

My commission expires:
July 1, 1990

John M. Brinjak
Notary Public



THIS IS TO CERTIFY that the within instrument was pre-
pared by or under the supervision of the undersigned, an
attorney duly admitted to practice before the Court of
Appeals of Maryland.

Edis S. Pettey

LIBER 8189 FOLIO 108

EXHIBIT "A"

Lots numbered One (1) through and Nine (9) in Block lettered "I" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16569, among the Land Records of Montgomery County, Maryland, AND

Lots numbered One Hundred Sixty-five (165) through and including One Hundred Seventy-four (174) in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16570, among the Land Records of Montgomery County, Maryland, AND

Lots numbered One Hundred Fifty-three (153) through and including One Hundred Fifty-nine (159) in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16568, among the Land Records of Montgomery County, Maryland, AND

Lots numbered One (1) through and including Three (3) and Parcels lettered "A" and "B" in Block lettered "J" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16571, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Fifty-one (151) and One Hundred Fifty-two (152) and Lots numbered One Hundred Sixty (160) through and including One Hundred Sixty-four (164) in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16572, among the Land Records of Montgomery County, Maryland.

NO PROPERTY CONTEMPLATED AT THIS TIME.

36 lots

Parcel ID Nos.

Lot 1 (J) - #13-255-2723325
2 336
3 347

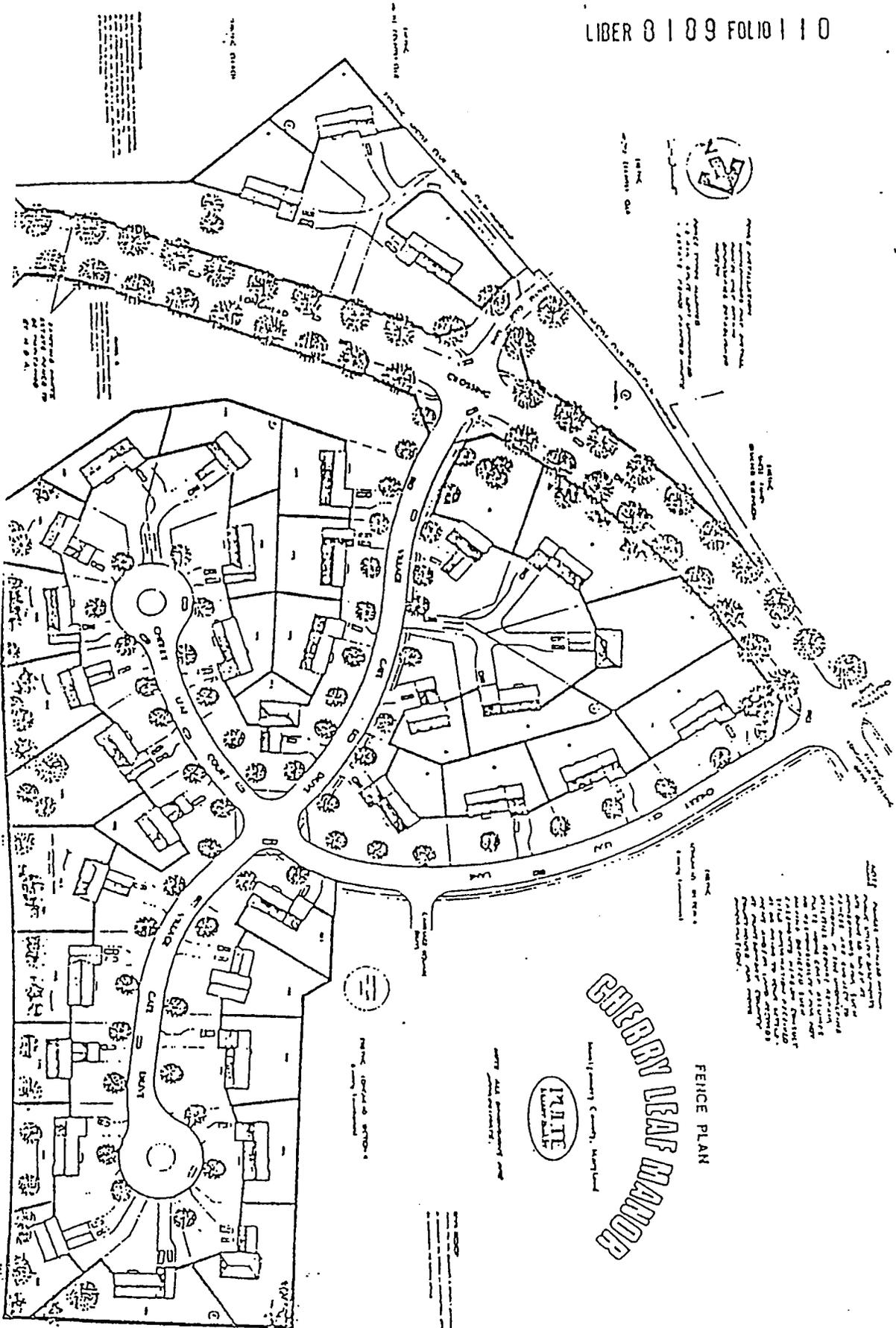
Lot 1 (I) - #13-255-2723108
2 110
3 121
4 132
5 143
6 154
7 165
8 176
9 187

Lot 151 (F) - #13-255-2723358
152 360
153 030
154 041
155 052
156 063
157 074
158 085
159 096
160 371
161 382
162 393
163 405
164 416
165 201
166 212
167 223
168 234
169 245
170 256
171 267
172 278
173 280
174 291

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Maryland 20878

Title Insurer: N/A



GILBERT LEAF MANOR

FENCE PLAN



NOTES:
 1. All dimensions are in feet and inches.
 2. All materials to be specified by the architect.
 3. All work to be done in accordance with the latest editions of the Building Code of the City of New York.
 4. All work to be done in accordance with the latest editions of the National Building Code.
 5. All work to be done in accordance with the latest editions of the International Building Code.
 6. All work to be done in accordance with the latest editions of the International Fire Code.
 7. All work to be done in accordance with the latest editions of the International Mechanical Code.
 8. All work to be done in accordance with the latest editions of the International Plumbing Code.
 9. All work to be done in accordance with the latest editions of the International Electrical Code.
 10. All work to be done in accordance with the latest editions of the International Fire and Building Code.

NOTES:
 1. All dimensions are in feet and inches.
 2. All materials to be specified by the architect.
 3. All work to be done in accordance with the latest editions of the Building Code of the City of New York.
 4. All work to be done in accordance with the latest editions of the National Building Code.
 5. All work to be done in accordance with the latest editions of the International Building Code.
 6. All work to be done in accordance with the latest editions of the International Fire Code.
 7. All work to be done in accordance with the latest editions of the International Mechanical Code.
 8. All work to be done in accordance with the latest editions of the International Plumbing Code.
 9. All work to be done in accordance with the latest editions of the International Electrical Code.
 10. All work to be done in accordance with the latest editions of the International Fire and Building Code.

LIBER 8 2 2 7 FOLIO 8 0 9

Community Services Association, Inc., hereinafter referred to as the "Association", and shall be known as the Longmead Crossing Condominium Cluster. The said property is now or shall be subjected to a Declaration of Covenants and Bylaws establishing the Council of Unit Owners of Longmead Crossing Condominium (the "Condominium Association") which Declaration and Bylaws shall contain other covenants, restrictions and conditions governing the use of the property.

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare

of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units, such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed \$75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be Four Hundred Eighty and no/100 Dollars (\$480.00), per Living Unit.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-

LIBER 8 2 2 7 FOLIO 8 1 2

thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

Protective Covenants

Declarant shall by Declaration of Condominium and Bylaws of the Longmead Crossing Condominium establish certain protective covenants, conditions and restrictions governing the property.

ARTICLE VI

PARTY WALLS

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

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

LIBER 8227 FOLIO 815

Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Longmead Crossing Condominium Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Longmead Crossing Condominium Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Longmead Crossing Condominium Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Longmead Crossing Condominium Cluster, the Longmead Crossing Condominium Association and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forbearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for

claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Longmead Crossing Condomium Cluster, or any mortgagee of any Lot which becomes subject to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action of law or exclusively by recovery of damages.

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

Section 5. Consent of The Maryland-National Capital Park and Planning Commission. Neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of The Maryland-National

Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

Section 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male

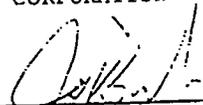
shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by John G. Brinjak, its Division Vice President, and does hereby appoint the said John G. Brinjak as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

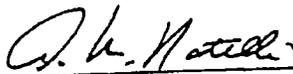
By: 
John G. Brinjak
Division Vice President

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:



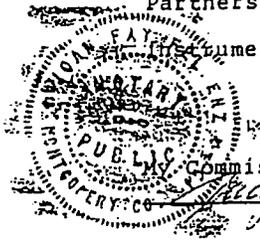
By: 
A. M. Natelli
General Partner

LIBER 8 227 FOLIO 819

STATE OF MARYLAND :
COUNTY OF MONTGOMERY : SS:

On this 14th day of APRIL, 1988, before me, a Notary Public, appeared A. M. MATELLI, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited

Partnership and acknowledged that he executed the within instrument for the purposes therein contained.



A. M. Mattelli
Notary Public

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

I HEREBY CERTIFY that on this 14th day of APRIL, 1988, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared JOHN G. BRINJAK, who is personally well known to me to be the person named as Division Vice President in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

John M. Ballin
Notary Public

My commission expires: 7-1-1990

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



Louis S. Pettey
Louis S. Pettey

LIBER 8 2 2 7 FOLIO 8 2 0

Dewberry & Davis



Architects
Engineers
Planners
Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20877
301 948-8300

EXHIBIT "A"

JULY 17, 1987

DESCRIPTION OF PHASE ONE CONDOMINIUMS
SECTION 3B, LONGMEAD
THIRTEENTH (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being part of the property known as Parcel A, Block K of Longmead subdivision as found recorded on a plat of the same in Plat Book 144 at Plat 16507 among the Land Records of Montgomery County, Maryland, being more particularly described as follows:

Beginning at a point on the southeast right-of-way line of Longmead Crossing Drive (70 foot wide) as dedicated in Plat Book 128 at Plat 14977 and in Plat Book 133 at Plat 15456 in said Land Records, also being on the North 34° 47' 46" West, 942.71 foot, plat line of said Plat 16507, 265.00 feet in a northwesterly direction from the southeast end of said line; thence with a portion of said line

- 1) North 34° 47' 46" West, 67.00 feet; thence across said Parcel A
- 2) North 55° 12' 14" East, 302.50 feet; thence
- 3) South 34° 47' 46" East, 133.37 feet; thence
- 4) South 62° 53' 07" East, 99.59 feet; thence
- 5) South 79° 10' 26" East, 124.36 feet to a point on the west right-of-way line of Normandy Crossing Drive (70 foot wide) as dedicated on said Plat 16507; thence with a portion of said right-of-way

LIBER 8 2 2 7 FOLIO 8 2 1

DESCRIPTION OF PHASE ONE CONDOMINIUMS
SECTION 3B, LONGMEAD
THIRTEENTH (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
JULY 17, 1987
PAGE 2

- 6) Along the arc of a curve to the right, 80.02 feet, having a radius of 265.00 feet and a chord bearing and distance of South 11° 24' 01" West, 79.72 feet; thence across said Parcel A
- 7) North 56° 23' 14" West, 92.41 feet; thence
- 8) North 73° 47' 40" West, 136.39 feet; thence
- 9) South 55° 12' 14" West, 76.50 feet; thence
- 10) North 34° 47' 46" West, 18.00 feet; thence
- 11) South 55° 12' 14" West, 19.00 feet; thence
- 12) North 34° 47' 46" West, 40.00 feet; thence
- 13) South 55° 12' 14" West, 49.50 feet; thence
- 14) South 78° 11' 50" West, 123.84 feet to the point of beginning, containing 50,880 square feet or 1.16805 acres of land subject to conditions of record.

102/93/jf

Parcel ID No. 13-255-2711817

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Maryland 20878

Title Insurer: N/A

6

LIBER 8 236 FOX 325

PL3:SDL1-4
04/19/88:ceb

Notarizing and Recording
Maryland Public
Administration

1988 APR 22 AM 9:52

FILED
JAMES P. SMITH
NOTARY PUBLIC
MONTGOMERY COUNTY, MD

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 20th day of April, 1988, by
PULTE HOME CORPORATION, a corporation organized and existing
under the laws of the State of Michigan and LONGMEAD
CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant",

W I T N E S S E T H

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270 at
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

3
2
1

77

This document is a true and correct copy of the original as recorded in the records of the State of Maryland.

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by CAROL S. FITZGERALD, Division Vice President, has on this 20th day of APRIL, 1988, caused these presents to be executed by CAROL S. FITZGERALD, its Division Vice President, and does hereby constitute and appoint said CAROL S. FITZGERALD its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By Carol Fitzgerald
 Carol S. Fitzgerald, President
 Maryland Division
 Attorney in Fact of Pulte
 Home Corporation

STATE OF MARYLAND)
) SS:
 COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 20th day of APRIL, 1988, before me, the subscriber, a Notary Public in and for

LRRER 8 236 FOLN327

NOTARY PUBLIC
Is a public officer and performing
notary public duties

the State aforesaid and County of ^{Montgomery} personally appeared
CAROL S. FITZGERALD, who is personally known to me to be the
Division Vice President of PULTE HOME CORPORATION, and the
person named as attorney-in-fact in the foregoing
Supplementary Declaration, and by virtue of the authority
vested by said instrument, acknowledge the same to be the
act and deed of PULTE HOME CORPORATION and that the same was
executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Steven M. Baldwin
Notary Public
STEVEN M. BALDWIN

My Commission Expires: JULY 1, 1990



I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey
Louis S. Pettey

THIS INSTRUMENT IS A VALID AND LEGAL INSTRUMENT AND SHALL BE ENFORCED AS SUCH BY THE COURT.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

Wm Jay Feltz
Notary Public

By: *W. C. Colona*
W. C. Colona
General Partner

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

On this 21st day of April, 1988, before me, a Notary Public, appeared W. C. Colona, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.



Wm Jay Feltz
Notary Public
Wm Jay Feltz

My Commission Expires:
7-1-90

LIBER 8236 FOLIO 329

Dewberry & Davis



EXHIBIT "A"

Architects
Engineers
Planners
Surveyors

804 West Diamond Avenue
Gothersburg, MD 20877
301 948-8300

THIS IS A COPY OF THE ORIGINAL RECORD IN A CONDITION NOT PERMITTING REPRODUCTION OR TRANSMISSION IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTS, ENGINEERS, PLANNERS AND SURVEYORS.

JULY 17, 1987

DESCRIPTION OF PHASE TWO CONDOMINIUMS SECTION 38, LONGMEAD THIRTEENTH (13TH) ELECTION DISTRICT WHEATON MONTGOMERY COUNTY, MARYLAND

Being part of Parcel A, Block K of Longmead subdivision as found recorded on a plat of the same in Plat Book 144 at Plat 16507 among the land records of Montgomery County, Maryland, being more particularly described as follows:

Beginning at a point on the southeast right-of-way line of Longmead Crossing Drive (70 foot wide) as dedicated in Plat Book 128 at Plat 14977 and in Plat Book 133 at Plat 15456 in said Land Records, also being on the North 34° 47' 46" West, 942.71 foot, plat line of said Plat 16507, at the end of 265.00 feet in a northwesterly direction from the southeast end of said line; thence across said Parcel "A"

- 1) North 78° 11' 50" East, 123.84 feet; thence
- 2) North 55° 12' 14" East, 49.50 feet; thence
- 3) South 34° 47' 46" East, 40.00 feet; thence
- 4) North 55° 12' 14" East, 19.00 feet; thence
- 5) South 34° 47' 46" East, 18.00 feet; thence
- 6) North 55° 12' 14" East, 76.50 feet; thence
- 7) South 73° 47' 40" East, 51.47 feet; thence
- 8) South 55° 12' 14" West, 108.89 feet; thence
- 9) South 34° 47' 46" East, 18.00 feet; thence

Fairfax VA
Annapolis MD
Baltimore MD
Dorchester VA

Gothersburg MD
Landover MD
Newport VA
Norfolk VA

Mountaintop TN
Raleigh NC
Richmond VA
Woodbridge VA

A

DESCRIPTION OF PLAT AND CONVEYANCES
SECTION 38, LONGMEAD
THIRTEENTH (13TH) ELECTION DISTRICT, WHEATON
MONTGOMERY COUNTY, MARYLAND
JULY 17, 1987
PAGE 2

LIBER 8236 FOLIO 330

COPY MADE
FROM ORIGINAL RECORD
IN A CONDITION AND POSITION
WHICH MAY BE DIFFERENT
FROM THE ORIGINAL

- 10) South 55° 12' 14" West, 17.50 feet; thence
- 11) South 34° 47' 46" East, 18.00 feet; thence
- 12) North 55° 12' 14" East, 32.50 feet; thence
- 13) South 34° 47' 46" East, 51.00 feet; thence
- 14) South 55° 12' 14" West, 68.50 feet; thence
- 15) South 06° 52' 40" East, 157.98 feet to a point on the west right-of-way line of Normandy Crossing Drive (70 foot wide) as dedicated on said Plat 16507; thence with said right-of-way
- 16) South 49° 18' 10" West, 25.00 feet; thence
- 17) North 84° 28' 55" West, 36.10 feet to a point on the aforementioned southeast right-of-way line of Longmead Crossing Drive; thence with said right-of-way
- 18) Along the arc of a curve to the right, 87.24 feet having a radius of 1440.00 feet and a chord bearing and distance of North 36° 31' 54" West, 87.22 feet, to a point of tangency; thence
- 19) North 34° 47' 46" West, 265.00 feet to the point of beginning, containing 52412 square ^{feet}/or 1.20321 acres of land, subject to conditions of record.

102/99/1v

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Maryland 20877

Title Insurer: n/a

Parcel ID No. 13-255-2711817

Dewberry & Davis



5

CLERK OF COURT
MONTGOMERY COUNTY, MARYLAND
RECEIVED FOR RECORDED
IN MONTGOMERY COUNTY
MAY 10 1988

1988 JUN 21 PM 1:19 LIBER 8326 FOLIO 532

PL3:SDL1-4
06/10/88:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 14th day of JUNE, 1988, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

WITNESSETH:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

LIBER 8326 FOLIO 53A

the State aforesaid and County of Montgomery personally appeared JOHN G. BRINJAK, who is personally known to me to be the Division Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Steven M. Baldwin
Notary Public

My Commission Expires:
July 1, 1990



I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey
Louis S. Pettey

LIBER 8326 FOLIO 535

IN WITNESS WHEREOF, LONGHEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGHEAD CROSSING LIMITED PARTNERSHIP
BY: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP, General Partner
BY: A. M. Natelli
General Partner

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

On this 16th day of JUNE, 1988, before me, the undersigned officer, personally appeared A. M. NATELLI, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longhead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Jeanette Fullen
Notary Public



Commission expires: 7/1/90

Notary Public for State of Maryland
Commission Expires 7/1/90

LIBER 8326 FOLIO 537

DESCRIPTION OF CONDOMINIUM PHASE FOUR
BLOCK K, LONGMEAD
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
OCTOBER 8, 1987
PAGE 2

- 1) By a curve to the right having a radius of 265.00 feet, an arc length of 110.19 feet, a central angle of $23^{\circ} 49' 26''$, a tangent length of 55.90 feet and a chord which bears South $09^{\circ} 09' 44''$ East for a distance of 109.40 feet; running thence by four new lines of division across Parcel A aforesaid thus:
 - 2) North $79^{\circ} 10' 26''$ West, 124.36 feet,
 - 3) North $62^{\circ} 53' 07''$ West, 99.59 feet,
 - 4) North $34^{\circ} 47' 46''$ West, 133.37 feet and
 - 5) North $55^{\circ} 12' 14''$ East, 225.30 feet to intersect curve ten on the aforesaid west line of Normandy Crossing Drive; running thence with said west line and part of said curve ten
- 6) By a curve to the right having a radius of 1007.00 feet, an arc length of 121.53 feet, a central angle of $06^{\circ} 54' 52''$, a tangent length of 60.84 feet and a chord which bears South $24^{\circ} 31' 53''$ East for a distance of 121.45 feet to its point of tangency; running thence still with said west line,
- 7) South $21^{\circ} 04' 27''$ East, 94.69 feet to the beginning, containing 49,341 square feet or 1.13272 acres of land.

102/58/jf

Parcel ID No. 13-255-2711817 (Par. A (K) Longmead)
Title Insurer: Security Title Guarantee Corp.

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, MD 20904

Longmead Crossing Limited Partnership
206 W. Diamond Avenue
Gaithersburg, MD 20878

7

Check & confirm
that the correct
form has been used for recording
in a jurisdiction not permitting
voluntary participation
in recording.

LIBER 8 279 FOLIO 839

PL3:SDL1-4
04/10/88:iceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 16th day of MAY, 1988, by
PULTE HOME CORPORATION, a corporation organized and existing
under the laws of the State of Michigan and LONGMEAD
CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant"

PLAT CON 2.00
DISC I 29.00
MAPS 2.00
PARCELID 1.00

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270 at
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

808 MAY 20 PM 2:41
FILED
HOWARD M. SMITH
CLERK'S OFFICE
MONTGOMERY CO. MD.

352
177

LIBER 8279 FOLIO 841

the State aforesaid and County of Montgomery personally appeared JOHN G. BRINJAK, who is personally known to me to be the Division Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Steven M. Baldwin
STEVEN M. BALDWIN
NOTARY PUBLIC
MONTGOMERY COUNTY, MARYLAND

My Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey
Louis S. Pettey

LIBER 8279 FOLIO 842

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

Julie K. Hastings
JULIE K. HASTINGS

By: *A.M. Natelli*
General Partner
A.M. NATELLI

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 16th day of MAY, 1988, before me, a Notary Public, appeared A.M. NATELLI, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.



Joan A. Fellenz
Notary Public
JOAN FELLEENZ

My Commission Expires:
July 1, 1990

Presented to the Board of Assessors
in a preliminary plat filed
with the Board of Assessors
on October 1, 1987

EXHIBIT "A" LIBER 8 279 FOLIO 843

Dewberry & Davis



Architects Engineers Planners Surveyors

804 West Diamond Avenue
Caitersburg, MD 20877
301 844-3300

OCTOBER 1, 1987

DESCRIPTION OF CONDOMINIUM PHASE THREE
BLOCK K, LONGMEAD
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as
aforementioned and being part of Parcel A as the same is shown on a Plat of
Subdivision entitled "Parcel A, Block K, Longmead" recorded June 3, 1987, as
Plat 16507 in Plat Book 144, which said Parcel A is part of the land conveyed
from RCC, Inc., (the successor by change of name to Rossmoor Construction
Corporation by "Articles of Amendment" recorded among the Corporate Records of
Montgomery County, Maryland, in Liber 338 at Folio 001) to Longmead Crossing
Limited Partnership by deed dated August 11, 1983, and recorded in Liber 6152
at Folio 427, all recordings referring to the Land Records of Montgomery
County, Maryland, the aforesaid Condominium Phase Three being more particularly
described thus:

Beginning for the same at a point of compound curvature in the west line of
Normandy Crossing Drive (70 feet wide) as the same is shown and dedicated to
public use by Plat 16507 aforesaid, said point of compound curvature also being
at the south end of Curve Eleven and at the north end of Curve Twelve of said
Plat 16507; running thence with said Curve Twelve and the west line of said
Normandy Crossing Drive

CLERK'S OFFICE
No record submitted for recording
in a jurisdiction not permitted
to participate in this project.

LIBER 8 279 FOLIO 844

DESCRIPTION OF CONDOMINIUM PHASE THREE
BLOCK K, LONGHEAD
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
OCTOBER 1, 1987
PAGE 2

- 1) By a curve to the right having a radius of 1840.00 feet, an arc length of 175.82 feet, a central angle of $05^{\circ} 28' 30''$, a tangent length of 87.98 feet and a chord which bears South $46^{\circ} 33' 65''$ West for a distance of 175.76 feet to its point of tangency; continuing thence with said west line,
- 2) South $49^{\circ} 18' 10''$ West, 50.00 feet; running thence by ten new lines of division across Parcel A aforesaid, thus:
 - 3) North $06^{\circ} 52' 40''$ West, 157.98 feet,
 - 4) North $55^{\circ} 12' 14''$ East, 68.50 feet,
 - 5) North $34^{\circ} 47' 46''$ West, 51.00 feet,
 - 6) South $55^{\circ} 12' 14''$ West, 32.50 feet,
 - 7) North $34^{\circ} 47' 46''$ West, 18.00 feet,
 - 8) North $55^{\circ} 12' 14''$ East, 17.50 feet,
 - 9) North $34^{\circ} 47' 46''$ West, 18.00 feet,
 - 10) North $55^{\circ} 12' 14''$ East, 108.89 feet,
 - 11) South $73^{\circ} 47' 40''$ East, 84.92 feet and
 - 12) South $56^{\circ} 23' 14''$ East, 92.41 feet to intersect Curve Eleven on the west line of Normandy Crossing Drive, all as aforesaid; running thence with Curve Eleven and said west line

County's records
are available for review
in a readable and portable
electronic format.

LIBER 8279 FOLIO 845

DESCRIPTION OF CONDOMINIUM PHASE THREE
BLOCK K, LONGHEAD
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
OCTOBER 1, 1987
PAGE 3

13) By a curve to the right having a radius of 265.00 feet, an arc length of 109.97 feet, a central angle of 23° 46' 37", a tangent length of 55.79 feet and a chord which bears South 31° 56' 22" West for a distance of 109.18 feet to the beginning, containing 43,220 square feet or 0.99219 acres of land.

102/57/3f

Title Insurer: N/A
Parcel ID No. #13-255-2711817
Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, MD 20904
Longmead Crossing Ltd. P'ship.
806 W. Diamond Avenue
Gaithersburg, MD 20878

14

LIBER 8496 FOLIO 648

14

CLERK'S OFFICE
Not subject to recording
in a condition not permitting
recording of subsequent
instruments.

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 24th day of August, 1988,
by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME
CORPORATION, a Michigan corporation, hereinafter collectively called "Developer."

WHEREAS, Developer is the owner of the real property described in this
Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become
subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD
CROSSING and also become subject to the provisions hereinafter set forth;

NOW, THEREFORE, Developer hereby declares that all of the properties described
herein, together with such additions as may hereafter be made thereto as provided in
Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants,
restrictions, easements, charges and liens set forth in the DECLARATION OF
COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING dated the 27th day of
December, 1983, and recorded in Liber 6270 at folio 725, among the Land Records of
Montgomery County, Maryland, and subject to the covenants, restrictions, easements,
charges and liens set forth hereinafter. The Parkgate Cluster shall be part of the
Homcrest Neighborhood Service District.

1988 OCT -4 AM 11:58

FILED
HOWARD H. SMITH
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

AMOUNT 54.00
TAXES 4.00
DATE 10/10/88
BY DISTANCE 50

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead
Crossing Community Services Association, Inc., hereinafter referred to as the "Association,"
and shall be known as Parkgate Cluster:

(See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The afore-described real property is, and shall be
held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties
described in the Development Plan, or land which is contiguous thereto, may be added to

CLUSTER'S PURPOSE
As stated in the Declaration
is a condition and part of the
satisfactory performance
of the Cluster.

this cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III
CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units, such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed \$75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and common facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be Four Hundred Eighty Dollars (\$480), per Living Unit.

Section 4. Change in Maximum. From and after the first day of the fiscal year

immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of:

(1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U. S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant

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MONTGOMERY COUNTY, MARYLAND

extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screen enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other

residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

CLERK'S OFFICE
Documents submitted for recording
in a jurisdiction not permitting
electronic filing.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

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

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

OWNER'S OBLIGATION
to maintain shall not be reduced
in a residential unit for reasons
of satisfactory performance
of production.

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner;

(b) other than by the act of an Owner, the agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

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

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair, reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot). Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII
CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Parkgate Cluster:

(See Exhibit B)

ARTICLE IX
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of a least seventy-five percent (75%) of the Lots in Parkgate Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Parkgate Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Parkgate Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an

interest in the Properties in Parkgate Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Parkgate Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be for any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forbearance by the Association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Parkgate Cluster, or any mortgagee of any Lot which becomes subject to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action of law or exclusively by recovery of damages.

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

Section 5. Consent of The Maryland-National Capital Park and Planning Commission. Neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and

CLERK'S RECORDS
Approval required for assignment
in a condition not permitting
subsequent photography

approval of The Maryland-National Capital Park and Planning Commission:

- (a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or
- (b) abandon or terminate this Declaration; or
- (c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association; or
- (d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or
- (e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

Section 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized

LIBER 84 96 FOLIO 58

and existing under the laws of the State of Michigan, has, on the day and year first above written, caused these presents to be executed in its corporate name by John G. Brinjak, its Division Vice-President, and does hereby appoint the said John G. Brinjak as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

BY: [Signature]
JOHN G. BRINJAK
Division Vice-President

LONGMEAD CROSSING
LIMITED PARTNERSHIP

BY: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP

ATTEST:
[Signature]

BY: [Signature]
A. M. NATELLI, General Partner

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this 7th day of September, 1988, before me, a Notary Public, appeared JOHN G. BRINJAK, who is personally well known to me to be the person named as Division Vice-President in the foregoing Declaration, and by virtue of the authority vested in me by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes therein contained.

[Signature]
Cathy M. Russell
Notary Public

My Commission Expires: 7-1-90

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this 25th day of August, 1988, before me, a Notary Public, appeared A. M. NATELLI, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership, and acknowledged that he executed the within instrument for the purposes therein contained.

[Signature]
Notary Public

My Commission Expires: 7-1-90

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]
ROBERT L. BROWNELL

CLERK'S OFFICE
Notary Public
in a condition not permitting
electronic photography

LIBER 8496 FOLD 659

EXHIBIT A

Lots numbered "1" through "17," inclusive, and Parcel lettered "A," all in Block lettered "H," in the subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland in Plat Book 146 at Plat 16762.

CLERK'S OFFICE
MONTGOMERY COUNTY, MARYLAND
RECORDS & ADMINISTRATION
100 NORTH EIGHTH STREET
BETHESDA, MARYLAND 20814

LIBER 8496 FOLIO 660

EXHIBIT B

Parcel lettered "A," in Block lettered "H," in the subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland in Plat Book 146 at Plat 16762.

THIS IS A COPY OF THE ORIGINAL RECORD AS FILED IN THE OFFICE OF THE CLERK OF THE COURT, MONTGOMERY COUNTY, MARYLAND.

LETT 3496 FOL:361

ATTACHED TO AND MADE PART OF THAT CERTAIN INSTRUMENT DATED THE DAY OF 24th Aug, 1985

CLERK'S INDEX SHEET
(For the purpose of proper indexing only)

Pursuant to the provisions and requirements of Section 3-501 of the Real Property Code of Maryland (1981 Repl. Vol.), the following additional information is declared by the parties hereto to be contained within this instrument:

CLERK'S INDEX SHEET
This instrument has been indexed
in a condition book available
for public inspection at the
Clerk's Office.

1. TYPE OF INSTRUMENT: Supplementary Declaration of Covenants

2. CONSIDERATION (APPLIES ONLY TO DEEDS):

3. PARCEL ID/TAX ACCOUNT	SUBDIVISION	"Longmead"	LOT	BLOCK/UNIT
All Block H Lot 1	02747571		Lot 11	02747673
	2 - 02747582		12	02747684
	3 - 02747593		13	02747695
	4 - 02747605		14	02747707
	5 - 02747616		15	02747718
	6 - 02747627		16	02747720
	7 - 02747638		17	02747731
	8 - 02747640			
	9 - 02747651			
	10 - 02747662		Parcel A	02747560

4. GRANTOR'S NAME AND ADDRESS:

Longmead Crossing Limited Partnership
806 W. Diamond Ave
Geithersburg, Md 20878

Dulke Home Corporation

5. GRANTEE'S NAME AND ADDRESS:

1120 New Hampshire Ave
Silver Spring Md 20904

6. NAME OF TITLE INSURANCE COMPANY:

None

Mr. Clerk: After recording please see that the original of the foregoing instrument is:

Mailed (additional \$0.50 cost)

OR

Held at Clerk's Office

For: Whitaker + Kempch (RUB)

930 Beacon Court St

Silver Spring Md 20910

DO NOT WRITE BELOW THIS LINE
TO BE COMPLETED BY THE CLERK OF THE COURT

Verified by: _____
(Clerk's Office)

LIBER 8576 FOLIO 162

PL9:SDL1-4
11/09/88:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 22ND day of NOVEMBER, 1988, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership; hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

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17

LIBER 8576 FOLIO 163

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by JOHN G. BRINJAK, Division Vice President, has on this 22nd day of November, 1988, caused these presents to be executed by JOHN G. BRINJAK, its Division Vice President, and does hereby constitute and appoint said JOHN G. BRINJAK its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By *John G. Brinjak*
John G. Brinjak
Vice President
Attorney-in-Fact of Pulte
Home Corporation

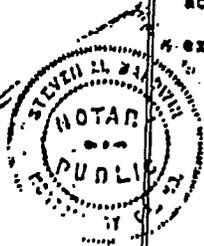
STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

I HEREBY CERTIFY that on this 22nd day of November, 1988, before me, the subscriber, a Notary Public in and for

LISER 8576 FOLIO 64

the State aforesaid and County of Montgomery personally appeared JOHN G. BRINJAK, who is personally known to me to be the Division Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.



Steven M. Baldwin
Notary Public

My Commission Expires:
July 1, 1990

IN WITNESS WHEREOF, LONGHEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGHEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Janey J. Kelly

By: A.M. Natelli
General Partner

LXEN 8576 FOLD 165

STATE OF MARYLAND)
) SS:
COURTY OF MONTGOMERY)

On this 21st day of NOVEMBER, 1988, before me,
a Notary Public, appeared A. D. NATELLI,
who acknowledged himself to be a General Partner of Potoman
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.



A. D. Natelli
Notary Public

Commission Expires:
July 1, 1990

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis B. Pettey
Louis B. Pettey

Parcel ID# 13-255-2711817

Title Insurer: N/A
Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
860 W. Diamond Avenue
Gaithersburg, Md. 20878

Dewberry & Davis

Architects Engineers Planners Surveyors



LIBER 8576 FOLIO 166

EXHIBIT "A"

804 West Diamond Avenue
Gaithersburg, MD 20877
301 948-8300

JANUARY 13, 1988

DESCRIPTION OF CONDOMINIUM PHASE FIVE
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as aforesaid and being part of Parcel A as the same is shown on a Plat of Subdivision entitled "Parcel A, Block K, Longmead" recorded June 3, 1987, as Plat 16507 in Plat Book 144, which said Parcel A is part of the lands conveyed from RCC, Inc., (the successor by change of name to Rossmore Construction Corporation by "Articles of Amendment" recorded among the Corporate Records of Montgomery County, Maryland, in Liber 338 at Folio 001) to Longmead Crossing Limited Partnership by deed dated August 11, 1983, and recorded in Liber 6152 at Folio 427, all recordings referring to the Land Records of Montgomery County, Maryland, the aforesaid Condominium Phase Five being more particularly described thus:

Beginning for the same at the southwest corner of Condominium Phase One, said corner being on the east line of Longmead Crossing Drive (70 feet wide) and bearing North 34° 47' 46" West for a distance of 332.00 feet from the north end of Curve 13 as the same is shown on Plat 16507 aforesaid; running thence with said east line,

- 1) North 34° 47' 46" West, 91.63 feet to the south corner of Condominium Phase Six; running thence across Parcel A aforesaid and with said Phase Six for five courses thus:

Fairfax, VA
Arlington, MD
Baltimore, MD
Dulles, VA
Gaithersburg, MD

Landon, MD
Leesburg, VA
Manassas, VA
Manassas, VA

Marretown, TN
Raleigh, NC
Richmond, VA
Woodbridge, VA

LIBER 8576 FOLIO 167

DESCRIPTION OF CONDOMINIUM PHASE FIVE
BLOCK K, LONGHEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988
PAGE 2

- 2) North 55° 12' 14" East, 143.00 feet,
- 3) North 34° 47' 46" West, 40.00 feet,
- 4) North 55° 12' 14" East, 48.00 feet,
- 5) North 34° 47' 46" West, 18.00 feet and
- 6) North 55° 12' 14" East, 105.00 feet to intersect the southwest line of
Condominium Phase Seven; running thence with said Phase Seven,
- 7) South 34° 47' 46" East, 149.63 feet to intersect the northwest line of
Phase One aforesaid; running thence with said Phase One,
- 8) South 55° 12' 14" West, 296.00 feet to the beginning, containing
35,131 square feet or 0.80650 acres of land.

102/46/jf

Dewberry & Davis

6

LIBER 8592 FOLIO 800

PL9:SDLL-4
11/09/88:iceb

Not to be used for record
in a court case not pending
in this jurisdiction
Montgomery County, MD

EX DEC -5 PM 12 01
MONTGOMERY COUNTY, MD

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 26th day of November, 1988, by
PULTE HOME CORPORATION, a corporation organized and existing
under the laws of the State of Michigan and LONGMEAD
CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant"

WITNESSETH:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

PLAT CON 9.00
303.00
MISC I 24.00
NAMES
4.00
PARCELID 1.00

WHEREAS, Declarant, has heretofore imposed certain
covenants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270 at
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

EX DEC -5 PM 12 01
MONTGOMERY COUNTY, MD

LIBER 8592 FOLIO 801

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by JOHN G. BRINJAK, Division Vice President, has on this 26th day of November, 1988, caused these presents to be executed by JOHN G. BRINJAK, its Division Vice President, and does hereby constitute and appoint said JOHN G. BRINJAK its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By *John G. Brinjak*
John G. Brinjak
Vice President
Attorney-in-Fact of Pulte
Home Corporation

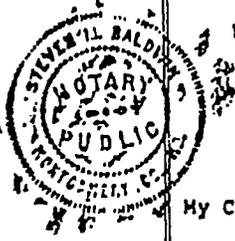
STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

I HEREBY CERTIFY that on this 26th day of November 1988, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared JOHN G. BRINJAK, who is personally known to me to be the Division Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.



Steven M. Baldwin
Notary Public

My Commission Expires:
July 1, 1990

IN WITNESS WHEREOF, LONGHEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGHEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Janet J. King

By: W.C. Malone
General Partner

LIBER 8592 FOLIO 803

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 29th day of November, 1988, before me,
a Notary Public, appeared W.C. Colona,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.



W.C. Colona
Notary Public

My Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey
Louis S. Pettey

Parcel ID# 13-255-2711817

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

LIBER 8592 FOLIO 805

DESCRIPTION OF CONDOMINIUM PHASE SIX
BLOCK K, LONGHEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988
PAGE 2

- 2) North 55° 12' 14" East, 296.00 feet; continuing thence in part with said Phase Nine and in part with Condominium Phase Seven,
- 3) South 34° 47' 46" East, 118.01 feet to the north corner of Phase Five aforesaid; running thence with said Phase Five for five courses thus:
 - 4) South 55° 12' 14" West, 105.00 feet,
 - 5) South 34° 47' 46" East, 18.00 feet,
 - 6) South 55° 12' 14" West, 48.00 feet,
 - 7) South 34° 47' 46" East, 40.00 feet and
 - 8) South 55° 12' 14" West, 143.00 feet to the beginning, containing 44,089 square feet or 1.01214 acres of land.

102/47/jf

Dewberry & Davis



6

LIBER 8669 FOLIO 830

PL1:SDL1-4
01/20/89:ceb

0

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 25th day of January, 1989, by
FULTE HOME CORPORATION, a corporation organized and existing
under the laws of the State of Michigan and LONGMEAD
CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270 at
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

REC JUN 25 11:12:25

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2.00
1.00

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LIBER 8669 FOLIO 831

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by Mark B. Rubin, Division Vice President, has on this 25th day of January, 1989, caused these presents to be executed by Mark B. Rubin, its Division Vice President, and does hereby constitute and appoint said Mark B. Rubin its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By Mark B. Rubin
Mark B. Rubin Vice President
Division Attorney-in-Fact of Pulte
Home Corporation

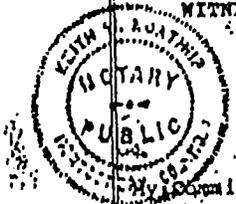
STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

I HEREBY CERTIFY that on this 25 day of January, 1989, before me, the subscriber, a Notary Public in and for

LIBER 8669 FOLIO 832

the State aforesaid and County of Montgomery personally appeared Mark B. Rubin, who is personally known to me to be the Division Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.



Keith W. Northup
Keith W. Northup Notary Public

Commission Expires:
July 1, 1990

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

H. Charles [Signature]

By: *R. M. [Signature]*
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 25th day of JANUARY, 1989, before me,
a Notary Public, appeared D. M. NATELL,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.



[Signature]
Notary Public

My Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

[Signature]
Louis S. Pettey

Parcel ID# 13-255-2711817

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

LIBER 8669 FOLIO 834

EXHIBIT "A"

Dewberry & Davis

Architects Engineers Planners Surveyors



804 West Diamond Avenue
Gaithersburg, MD 20877
301 948-8300

JANUARY 13, 1988

DESCRIPTION OF CONDOMINIUM PHASE EIGHT
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as aforesaid and being part of Parcel A as the same is shown on a Plat of Subdivision entitled "Parcel A, Block K, Longmead" recorded June 3, 1987, as Plat 16507 in Plat Book 144, which said Parcel A is part of the lands conveyed from RCC, Inc., (the successor by change of name to Rossmore Construction Corporation by "Articles of Amendment" recorded among the Corporate Records of Montgomery County, Maryland, in Liber 338 at Folio 001) to Longmead Crossing Limited Partnership by deed dated August 11, 1983, and recorded in Liber 6152 at Folio 427, all recordings referring to the Land Records of Montgomery County, Maryland, the aforesaid Condominium Phase Eight being more particularly described thus:

Beginning for the same at the eastern corner of Condominium Phase Nine, said corner being on the west line of Normandy Crossing Drive (70 feet wide) an arc distance of 60.01 feet southerly of the north end of Curve 10 as the same is shown on Plat 16507 aforesaid; running thence with said Curve 10 and said west line

DESCRIPTION OF CONDOMINIUM PHASE EIGHT
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988
PAGE 2

- 1) By a curve to the right having a radius of 1007.00 feet, an arc length of 200.91 feet, a central angle of $11^{\circ} 25' 53''$, a tangent length of 100.79 feet and a long chord which bears South $39^{\circ} 13' 04''$ East for a distance of 200.58 feet to a northeast corner of Condominium Phase Seven; running thence across Parcel A aforesaid and with said Phase Seven for four courses thus:
 - 2) South $55^{\circ} 12' 14''$ West, 131.14 feet,
 - 3) North $34^{\circ} 47' 46''$ West, 35.00 feet,
 - 4) South $55^{\circ} 12' 14''$ West, 40.67 feet and
 - 5) North $34^{\circ} 47' 46''$ West, 132.50 feet to a corner common to said Phases Seven and Nine; running thence with said Phase Nine for two courses thus:
 - 6) North $20^{\circ} 51' 39''$ East, 49.63 feet and
 - 7) North $52^{\circ} 58' 47''$ East, 115.45 feet to the beginning, containing 31,043 square feet or 0.71266 acres of land.

102/50/jf

Fulta Home Corporation
11120 New Hampshire Avenue
Silver Spring, MD 20904

Longmead Crossing Limited Partnership
806 West Diamond Avenue
Gaithersburg, Maryland 20878

Title Insurer: N/A
Parcel ID No. 13-255-2711817

7

LIBER 8708 FOLIO 708

PL1:SDM1-4
02/06/89:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 17 day of February 1989, by
PULTE HOME CORPORATION, a corporation organized and existing
under the laws of the State of Michigan and LONGMEAD
CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6272 ^{PLAT ELM}
folio 725 and by numerous Supplementary Declarations, ^{MISC I}
heretofore recorded among the Land Records of Montgomery ^{MAPES}
County, Maryland; and ¹¹¹¹⁰

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

1989 FEB 23 AM 10:03

FILED
MONTGOMERY COUNTY
RECORDS

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LIBER 8708 FOLIO 709

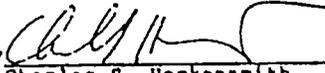
occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by CHARLES S. HOCKENSMITH, Division Executive Vice President, has on this 17 day of February, 1989, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Division Executive Vice President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By 
Charles S. Hockensmith
Division Executive Vice President
Attorney-in-Fact of Pulte
Home Corporation

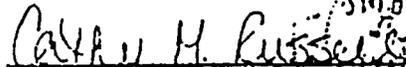
STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 17 day of February, 1989,
before me, the subscriber, a Notary Public in and for

LIBER 8708 FOLIO 710

the State aforesaid and County of Montgomery personally appeared CHARLES B. HOCKENSMITH, who is personally known to me to be the Division Executive Vice President of FULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of FULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.


Cathy M. Russell Notary Public

My Commission Expires:

July 1, 1990

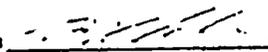
IN WITNESS WHEREOF, LONGHEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGHEAD CROSSING LIMITED
PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP
General Partner

ATTEST:



By: 
W. C. Colons
General Partner

LIBER 8708 FOLIO 711

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 17th day of FEBRUARY, 1989, before me,
a Notary Public, appeared W. C. COLONA,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Ray J. Follenz
Notary Public



My Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey
Louis S. Pettey

Parcel ID# 13-255-2711817

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Dewberry & Davis LIBER 8708 FOLIO 712



Architects Engineers Planners Surveyors

EXHIBIT "A"

904 West Diamond Avenue
Gaithersburg, MD 20877
301 948-2308

JANUARY 13, 1988

DESCRIPTION OF CONDOMINIUM PHASE NINE
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as aforesaid and being part of Parcel A as the same is shown on a Plat of Subdivision entitled "Parcel A, Block K, Longmead" recorded June 3, 1987, as Plat 16507 in Plat Book 144, which said Parcel A is part of the lands conveyed from RCC, Inc., (the successor by change of name to Rossmore Construction Corporation by "Articles of Amendment" recorded among the Corporate Records of Montgomery County, Maryland, in Liber 338 at Folio 001) to Longmead Crossing Limited Partnership by deed dated August 11, 1983, and recorded in Liber 6152 at Folio 427, all recordings referring to the Land Records of Montgomery County, Maryland, the aforesaid Condominium Phase Nine being more particularly described thus:

Beginning for the same at the north end of Curve 10 on the west line of Normandy Crossing Drive (70 feet wide) as the same are shown on Plat 16507 aforesaid; running thence with the same

Offices of
Annapolis, MD
Baltimore, MD
Dorchester, VA
Gaithersburg, MD

Offices of
Leesburg, VA
Manassas, VA
Marion, VA

Offices of
Raleigh, NC
Richmond, VA
Woodbridge, VA

LIBER 8708 FOLIO 713

DESCRIPTION OF CONDOMINIUM PHASE NINE
BLOCK K, LONGHEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988
PAGE 2

- 1) By a curve to the right having a radius of 1007.00 feet, an arc length of 60.01 feet, a central angle of $03^{\circ} 24' 52''$, a tangent length of 30.01 feet and a long chord which bears South $46^{\circ} 38' 27''$ East for a distance of 60.00 feet to the north corner of Condominium Phase Eight; running thence with said Phase Seven for three courses thus:
 - 2) South $52^{\circ} 58' 47''$ West, 115.45 feet and
 - 3) South $20^{\circ} 51' 39''$ West, 49.63 feet to a corner common to said Phase Eight and Condominium Phase Seven; running thence with said Phase Seven for three courses thus:
 - 4) South $55^{\circ} 12' 14''$ West, 43.00 feet,
 - 5) South $34^{\circ} 47' 46''$ East, 13.00 feet and
 - 6) South $55^{\circ} 12' 14''$ West, 23.83 feet to intersect the north line of Condominium Phase Six; running thence with the same for two courses thus:
 - 7) North $34^{\circ} 47' 46''$ West, 16.51 feet and
 - 8) South $55^{\circ} 12' 14''$ West, 22.00 feet to the east corner of Condominium Phase Ten; running thence with the same
 - 9) North $34^{\circ} 47' 46''$ West, 124.99 feet to a point of curvature; running thence in part with said Phase Ten, in part with Condominium Phase Eleven and in part with Condominium Phase Twelve



LIBER 8708 FOLIO 714

DESCRIPTION OF CONDOMINIUM PHASE NINE
BLOCK R, LONGHEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988
PAGE 3

- 10) By a curve to the right having a radius of 186.00 feet, an arc length of 145.70 feet, a central angle of $44^{\circ} 52' 52''$, a tangent length of 76.82 feet and a long chord which bears North $12^{\circ} 21' 20''$ West for a distance of 142.00 feet to its point of tangency; continuing thence with said Phase Twelve,
- 11) North $10^{\circ} 05' 07''$ East, 56.21 feet to intersect the aforesaid west line of Normandy Crossing Drive; running thence with the same for two courses thus:
 - 12) South $79^{\circ} 54' 53''$ East, 70.15 feet to a point of curvature and
 - 13) By a curve to the right, the same being Curve 9 as shown on Plat 16507 aforesaid, having a radius of 335.00 feet, an arc length of 184.57 feet, a central angle of $31^{\circ} 34' 01''$, a tangent length of 94.69 feet and a long chord which bears South $64^{\circ} 07' 53''$ East for a distance of 182.24 feet to the beginning, containing 50,346 square feet or 1.15578 acres of land.

102/51/JF



LIBER 8739 FOLIO 270

PL3:SDH1-4
03/07/89:ceb

LTC

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longhead Crossing)
(Phase Ten)

THIS DECLARATION, made this 14 day of March 1989, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGHEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property Declaration recorded December 28, 1983 in Liber 6270, folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

1989 MAR 17 AM 9:30

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present condition of
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substantive photographs
taken at the time.

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LIBER 8739 FOLIO 271

CLERK'S OFFICE
NOTARY PUBLIC
STATE OF MARYLAND
MONTGOMERY COUNTY
1000 ...

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by CHARLES S. HOCKENSMITH, Division Executive Vice President, has on this 14th day of MARCH, 1989, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Division Executive Vice President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By Charles S. Hockensmith
Charles S. Hockensmith
Division Executive Vice President
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

I HEREBY CERTIFY that on this 14th day of MARCH, 1989, before me, the subscriber, a Notary Public in and for

LIBER 8739 FOLIO 272

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Division Executive Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Jacqueline V. Hatterjee
Notary Public

My Commission Expires:
July 1, 1990

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

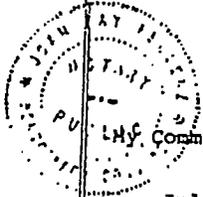
Suzanne J. Perrot

By: *A. M. Nakhli*
A. M. Nakhli
General Partner

LIBER 8739 FOLIO 273

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 14th day of MARCH, 1989, before me, a Notary Public, appeared A M NATELLI, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.



Jean Guy Fullon
Notary Public

My Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

[Signature]
Louis S. Petty

Parcel ID# 13-255-2711817

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

CLERK'S OFFICE
Please note that the record
in a condition not permitting
reproduction by photostatic
means.

Dewberry & Davis LIBER 8739 FOLIO 274

Architects Engineers Planners Surveyors



EXHIBIT "A"

804 West Diamond Avenue
Gathersburg, MD 20677
301 948-8300

JANUARY 13, 1988

DESCRIPTION OF CONDOMINIUM PHASE TEN
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as aforesaid and being part of Parcel A as the same is shown on a Plat of Subdivision entitled "Parcel A, Block K, Longmead" recorded June 3, 1987, as Plat 16507 in Plat Book 144, which said Parcel A is part of the lands conveyed from RCC, Inc., (the successor by change of name to Rossmoor Construction Corporation by "Articles of Amendment" recorded among the Corporate Records of Montgomery County, Maryland, in Liber 338 at Folio 001) to Longmead Crossing Limited Partnership by deed dated August 11, 1983, and recorded in Liber 6152 at Folio 427, all recordings referring to the Land Records of Montgomery County, Maryland, the aforesaid Condominium Phase Ten being more particularly described thus:

Beginning for the same at the south corner of Condominium Phase Eleven, said corner being on the east line of Longmead Crossing Drive (70 feet wide) and bearing South 34° 47' 46" East for a distance of 243.08 feet from the south end of Curve 14, all as shown on Plat 16507 aforesaid; running thence across Parcel A aforesaid and with said Phase Eleven for three courses thus:

- 1) North 55° 12' 14" East, 144.00 feet,
- 2) North 34° 47' 46" West, 58.00 feet and

Fairfax, VA
Annapolis, MD
Baltimore, MD
Dorchester, VA
Gathersburg, MD

Landonet, MD
Leesburg, VA
Manassas, VA
Marion, VA

Mountain, TN
Raleigh, NC
Richmond, VA
Woodbridge, VA

LIBER 8739 FOLD 275

DESCRIPTION OF CONDOMINIUM PHASE TEN
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988
PAGE 2

- 3) North 55° 12' 14" East, 132.95 feet to intersect the west line of Condominium Phase Nine; running thence with the same for two courses thus:
- 4) By a curve to the left having a radius of 186.00 feet, an arc length of 33.18 feet, a central angle of 10° 13' 10", a tangent length of 16.63 feet and a long chord which bears South 29° 41' 11" East for a distance of 33.13 feet to its point of tangency and
- 5) South 34° 47' 46" East, 124.99 feet to intersect the northwest line of Condominium Phase Six; running thence with the same,
- 6) South 55° 12' 14" West, 274.00 feet to intersect the aforesaid east line of Longmead Crossing Drive; running thence with the same,
- 7) North 34° 47' 46" West, 99.99 feet to the beginning, containing 34,970 square feet or 0.80279 acres of land.

102/52/jf



6

LIBER 8779 FOLIO 872

PL4:SDH1-4
04/06/89:ceb

LTIC

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Eleven)

THIS DECLARATION, made this 12th day of April, 1989, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

REC APR 17 11 59 AM '89

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

34
2
1

CM

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by CHARLES S. HOCKENSMITH, Division Executive Vice President, has on this 12th day of April, 1989, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Division Executive Vice President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By 
Charles S. Hockensmith
Division Executive Vice President
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

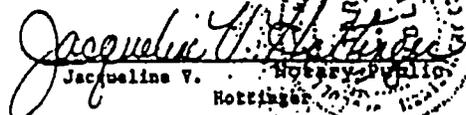
SS:

I HEREBY CERTIFY that on this 12th day of April, 1989, before me, the subscriber, a Notary Public in and for

LIBER 8779 FOLIO 874

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Division Executive Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.


Jacqueline V. Hottinger
Notary Public
Montgomery County, Maryland

My Commission Expires:

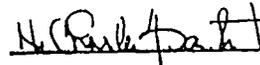
July 1, 1990

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:



By: 
W. C. Colona
General Partner

LIBER 8779 FOLIO 875

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 10th day of April, 1989, before me, a Notary Public, appeared W.C. Colona, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Susan S. Provost
Notary Public



Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

[Signature]
Louis S. Pettey

Parcel ID# 13-255-2711817

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Dewberry & Davis LIBER 8779 FOLIO 876

Architects Engineers Planners Surveyors



EXHIBIT "A"

904 West Diamond Avenue
Gothersburg, MD 20877
301 948-8300

JANUARY 13, 1988

DESCRIPTION OF CONDOMINIUM PHASE ELEVEN BLOCK K, LONGMEAD WHEATON ELECTION DISTRICT 13 MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as aforesaid and being part of Parcel A as the same is shown on a Plat of Subdivision entitled "Parcel A, Block K, Longmead" recorded June 3, 1987, as Plat 16507 in Plat Book 144, which said Parcel A is part of the lands conveyed from RCC, Inc., (the successor by change of name to Rossmoor Construction Corporation by "Articles of Amendment" recorded among the Corporate Records of Montgomery County, Maryland, in Liber 338 at Folio 001) to Longmead Crossing Limited Partnership by deed dated August 11, 1983, and recorded in Liber 6152 at Folio 427, all recordings referring to the Land Records of Montgomery County, Maryland, the aforesaid Condominium Phase Eleven being more particularly described thus:

Beginning for the same at the southernmost corner of Condominium Phase Twelve, said corner being on the east line of Longmead Crossing Drive (70 feet wide) and bearing South 34° 47' 46" East for a distance of 69.08 feet from the south end of Curve 14, all as shown on Plat 16507 aforesaid; running thence across the aforesaid Parcel A and with said Phase Twelve for seven courses thus:

- 1) North 55° 12' 14" East, 126.00 feet,
- 2) South 34° 47' 46" East, 18.00 feet,
- 3) North 55° 12' 14" East, 40.00 feet.

Fallsville VA
Annapolis MD
Baltimore MD
Dorchester VA
Farmingdale VA

Landoner, MD
Lynchburg VA
Monroeville VA
Morton VA

Morrisville TN
Raleigh NC
Richmond VA
Wheatridge VA

LIBER 8779 FOLIO 877

DESCRIPTION OF CONDOMINIUM PHASE ELEVEN
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988
PAGE 2

- 4) South $34^{\circ} 47' 46''$ East, 40.00 feet,
- 5) North $55^{\circ} 12' 14''$ East, 34.50 feet.
- 6) South $34^{\circ} 47' 46''$ East, 18.00 feet and
- 7) North $55^{\circ} 12' 14''$ East, 88.42 feet to intersect the west line of Condominium Phase Nine; running thence with the same
- 8) By a curve to the left having a radius of 186.00 feet, an arc length of 41.84 feet, a central angle of $12^{\circ} 53' 20''$, a tangent length of 21.01 feet and a long chord which bears South $18^{\circ} 07' 56''$ East for a distance of 41.75 feet to the northern corner of Condominium Phase Ten; running thence with the same for three courses thus:
 - 9) South $55^{\circ} 12' 14''$ West, 132.95 feet,
 - 10) South $34^{\circ} 47' 46''$ East, 58.00 feet and
 - 11) South $55^{\circ} 12' 14''$ West, 144.00 feet to intersect the aforesaid east line of Longmead Crossing Drive; running thence with the same,
 - 12) North $34^{\circ} 47' 46''$ West, 174.00 feet to the beginning, containing 32,154 square feet or 0.73815 acres of land.

102/53/JF

Dewberry & Davis



LIBER FOLIO
0010023 024

RPROP/DCG/PL81
DOCLONG1-4
11/11/91:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Two)

LTIC

THIS DECLARATION, made this 14 day of November, 1991, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property Declaration recorded December 28, 1983 in Liber 6270, folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

91 NOV 14 P 3:03.0

FILED
BETIE A. SMELTON
CLERK'S OFFICE
MONTGOMERY CO MD

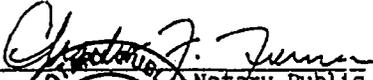
by
NAME
DATE
PARCEL ID
SURCHARGE
20.00
4.00
1.00
2.00

20
4
2

for

the State aforesaid and County of ~~Washington~~ ^{Howard} personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.



NOTARY PUBLIC Notary Public
CHARLES F. TURNER
HOWARD CO. MD.

My Commission Expires:

9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

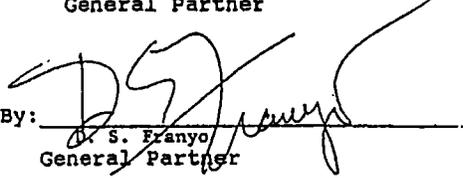
LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:



Louise Major

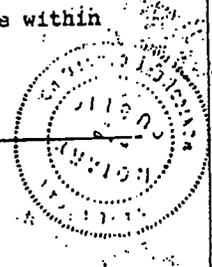
By: 

S. Franyo
General Partner

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 14th day of November, 1991, before me,
a Notary Public, appeared D.S. Frayo
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Nadla Saah
Notary Public



My Commission Expires: September 1, 1994

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

[Signature]
Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

EXHIBIT "A"

LIBER

FOLIO

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

0010023 628

280 West Diamond Avenue
Calithersburg, MD 208 78
301 948-8100
Fax: 301 258-7107

NOVEMBER 6, 1991

DESCRIPTION OF
PHASE 2
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13th) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

BEING a portion of the property conveyed from R.C.C., INC. (Successor by change of name from Rossmoor Construction Corporation by "Articles of Amendment" recorded among the corporate records of Montgomery County, Maryland in Liber 338 at Folio 001) by deed dated August 11, 1983 and recorded in Liber 6152 at Folio 427 among the land records of Montgomery County, Maryland and being also part of Parcel E, Block B - LONGMEAD as recorded on a plat of subdivision in Plat Book 160 at Plat 18169 among said land records and more particularly described as follows:

BEGINNING at a point located North 72° 06' 38" West, 183.42 feet from the end of the S 09° 16' 39" E, 23.78 foot line as shown on the above mentioned plat of subdivision and running thence by four (4) lines of division now made through the above mentioned Parcel E, Block B, Longmead

1. North 47° 35' 57" West, 122.00 feet
 2. North 42° 24' 03" East, 80.00 feet
 3. South 47° 35' 57" East, 122.00 feet
 4. South 42° 24' 03" West, 80.00 feet to the point of beginning.
- containing 9,760 square feet or 0.22406 acres of land, subject to conditions of record.

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

LICIT

FOLIO

0010023 829 **LTIC**

R#TOP/100/PL91
DUCLON11-4
11/11/01iceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Three)

THIS DECLARATION, made this 14 day of November, 1991, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

WITNESSETH:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

MISC I
FEE
24.00
481.00
4.00
1.00
2.00
SURCHARGE

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

91 NOV 14 P 3:04 Z
FILED
DETTIE A. SHELTON
CLERK'S OFFICE
MONTGOMERY CO MD

24
11-11-91

PL

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 14 day of November, 1991, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By Charles S. Hockensmith
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

I HEREBY CERTIFY that on this 14 day of November, 1991, before me, the subscriber, a Notary Public in and for

LICER

FOLIO

0010023 031

Howard
 the State aforesaid and County of ~~Montgomery~~ personally
 appeared CHARLES S. HOCKENSMITH, who is personally known to
 me to be the Potomac Operation President of PULTE HOME
 CORPORATION, and the person named as attorney-in-fact in the
 foregoing Supplementary Declaration, and by virtue of the
 authority vested by said instrument, acknowledge the same to
 be the act and deed of PULTE HOME CORPORATION and that the
 same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner
 Notary Public
 CHARLES F. TURNER
 HOWARD CO. MD

My Commission Expires:

9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED
 PARTNERSHIP has caused this Supplementary Declaration of
 Covenants and Restrictions to be signed in its name by
 POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its
 General Partner and does hereby acknowledge and deliver
 these presents as its act and deed.

LONGMEAD CROSSING LIMITED
PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP
General Partner

ATTEST:

Louise Major
 Louise Major

By: *D. S. Frano*
 D. S. Frano
 General Partner

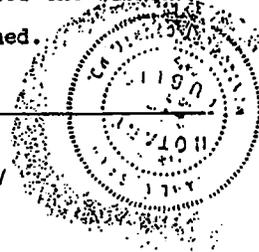
LIBER FOLIO
0010023 832

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 14th day of November, 1991, before me,
a Notary Public, appeared D. S. Franyo,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Naklo Saal
Notary Public

My Commission Expires: September 1, 1994



I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis E. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Return to: Fenton Title Company
8485 Fenton Street
Silver Spring, MD 20910

EXHIBIT "A"

LIBER

FOLIO

Dowberry & Davis

0010023 033
Architects
Engineers
Planners
Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8300
Fax: 301 258-7617

NOVEMBER 6, 1991

DESCRIPTION OF
PHASE 3
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13th) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

BEING a portion of the property conveyed from R.C.C., INC. (Successor by change of name from Rossmoor Construction Corporation by "Articles of Amendment" recorded among the corporate records of Montgomery County, Maryland in Liber 338 at Folio 001) by deed dated August 11, 1983 and recorded in Liber 6152 at Folio 427 among the land records of Montgomery County, Maryland and being also part of Parcel E, Block B - LONGMEAD as recorded on a plat of subdivision in Plat Book 160 at Plat 18169 among said land records and more particularly described as follows:

BEGINNING at a point located on the South 78° 06' 31" West, 302.66 foot line as shown on the above mentioned plat of subdivision, said point being located 159.19 feet from the beginning thereof and running thence with a portion of said line

1. South 78° 06' 31" West, 113.32 feet; thence by thirteen (13) lines of division now made through the above mentioned Parcel E, Block B, Longmead
2. North 11° 53' 29" West, 33.72 feet
3. North 47° 35' 57" West, 100.00 feet
4. South 42° 24' 03" West, 105.00 feet
5. North 47° 35' 57" West, 60.45 feet

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

LIBER FOLIO
0010023 834

PHASE 3
WINTERGATE AT LONGHEAD CONDOMINIUM

PAGE 2

6. North 02° 35' 57" West, 28.28 feet
7. North 42° 24' 03" East, 276.50 feet
8. South 47° 35' 57" East, 21.75 feet
9. South 83° 31' 55" East, 42.61 feet
10. South 47° 35' 57" East, 10.75 feet
11. South 02° 35' 57" East, 15.56 feet
12. South 42° 24' 03" West, 80.00 feet
13. South 47° 35' 57" East, 122.00 feet
14. South 11° 53' 29" East, 91.10 feet to the point of beginning,
containing 45,256 square feet or 1.03894 acres of land, subject to
conditions of record.

 Dewberry & Davis

LICER FOLIO

0010023 835

LTIC

RPROP/LOC/PL01
DOCLONG-1-4
11/11/61:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Four)

THIS DECLARATION, made this 14 day of November,
1991, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan and
LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgome-
ry County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed, o
hypothecated, or encumbered, sold, leased, rented, used,

91 NOV 14 P 3:04.2

FILED
BETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO MD

RISE I	20.00
RISES	4.00
PARCEL ID	1.00
SURCHARG	2.00
SUBTOTAL	27.00
CHECK TL	85.00
#418000 C001 RCM 115:08	11/11/91

7-20

12

LIEER

FOLIO

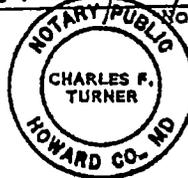
0010023 337

Howard
 the State aforesaid and County of ~~Montgomery~~ personally
 appeared CHARLES S. HOCKENSMITH, who is personally known to
 me to be the Potomac Operation President of PULTE HOME
 CORPORATION, and the person named as attorney-in-fact in the
 foregoing Supplementary Declaration, and by virtue of the
 authority vested by said instrument, acknowledge the same to
 be the act and deed of PULTE HOME CORPORATION and that the
 same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner

 Notary Public



My Commission Expires:

9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED
 PARTNERSHIP has caused this Supplementary Declaration of
 Covenants and Restrictions to be signed in its name by
 POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its
 General Partner and does hereby acknowledge and deliver
 these presents as its act and deed.

LONGMEAD CROSSING LIMITED
PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES
 LIMITED PARTNERSHIP
 General Partner

ATTEST:

Louise Major

 Louise Major

By: *D. S. Franyo*

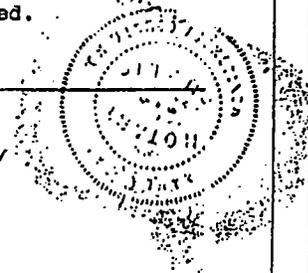
 D. S. Franyo
 General Partner

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 14th day of November, 1991, before me,
a Notary Public, appeared D. S. Franyo,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Noble Saah
Notary Public

My Commission Expires: September 1, 1994



I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Return to: Fenton Title Company
8485 Fenton Street
Silver Spring, MD 20910

EXHIBIT "A"

LIBER

FOLIO

0010020 339

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

184 West Highland Avenue
Gaithersburg, MD 20878
301 944-8100
Fax: 301 254-7107

NOVEMBER 6, 1991

DESCRIPTION OF
PHASE 4
WINTERGATE AT LONGHEAD CONDOMINIUM
WHEATON (13th) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

BEING a portion of the property conveyed from R.C.C., INC. (Successor by change of name from Rossmoor Construction Corporation by "Articles of Amendment" recorded among the corporate records of Montgomery County, Maryland in Liber 338 at Folio 001) by deed dated August 11, 1983 and recorded in Liber 6152 at Folio 427 among the land records of Montgomery County, Maryland and being also part of Parcel E, Block B - LONGHEAD as recorded on a plat of subdivision in Plat Book 160 at Plat 18169 among said land records and more particularly described as follows:

BEGINNING at a point located on the South 78° 06' 31" West, 302.66 foot line as shown on the above mentioned plat of subdivision, said point being located 272.51 feet from the beginning thereof and running thence with the remainder of said line

1. South 78° 06' 31" West, 30.15 feet; thence continuing with the outline of the above mentioned Parcel E
2. South 72° 17' 30" West, 107.46 feet; thence crossing said Parcel E by four (4) lines of division now made
3. North 17° 42' 30" West, 64.86 feet
4. North 42° 24' 03" East, 105.00 feet
5. South 47° 35' 57" East, 100.00 feet
6. South 11° 53' 29" East, 33.72 feet to the point of beginning, containing 11,965 square feet or 0.27469 acres of land, subject to conditions of record.

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

LIBER FOLIO
0010059 480

LTC

1284
RPROP/LOC/PL91
DOCLINK:1-4
11/11/81:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Five and Six)

THIS DECLARATION, made this 5th day of December,
1991, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan and
LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant"

WITNESSETH:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270 at
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

91 DEC -5 P 3:35:7

FILED
BETTIE A. SKELTON
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

1583.00
MISC 1
NAMES
481.00
PARCEL 1
SUKHIAH,
1.00
1.00
2.00
1.00
45.00
24.00

LIBER

FOLIO

0010059 482

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Jacqueline K. [Signature]
 Jacqueline K. [Signature] Notary Public

My Commission Expires:

April 1, 1993

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
 General Partner

ATTEST:

Barbara Weller
 Barbara Weller

By: *[Signature]*
 W. C. Colona
 General Partner

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 5th day of DECEMBER, 1991, before me,
a Notary Public, appeared W. C. COLONA,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.



Joan Fay Fellers
Notary Public *Joan Fay Fellers*

My Commission Expires:

9-1-92

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

[Signature]
Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Dewberry & Davis

EXHIBIT "A"

LIBER

0010059 484

FOLIO

201 West Diamond Avenue
Cockeysburg, MD 21028
301 981-0000
Fax: 301 981-7217

NOVEMBER 26, 1991

DESCRIPTION OF
PHASE 5
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated August 15, 1991 and recorded among the Land Records of Montgomery County, Maryland in Liber 9854 at Folio 851, and also being part of Parcel B, Block B -Longmead as shown a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying at the southeasterly end of the first or "North 47° 35' 57" West, 74.00 feet" line as described in Exhibit "A" of said deed of conveyance recorded in Liber 9894 Folio 851, said point bearing North 16° 37' 53" West, 221.86 feet from the northeasterly end of the "S 72° 17' 30" W 115.46 feet" line as shown on said Plat; thence running with the said first line of said conveyance

- 1) North 47° 35' 57" West, 74.00 feet; thence with part of the second line of said conveyance
- 2) North 42° 24' 03" East, 110.00 feet; thence crossing said conveyance with the division line between Phase 5 and Phase 6 as shown on said Exhibit "A"
- 3) South 47° 35' 57" East, 74.00 feet to intersect the fourth line as described in said Exhibit "A" of said conveyance; thence with part of said line
- 4) South 42° 24' 03" West, 110.00 feet to the point of beginning containing 8140 square feet or 0.18687 of an acre of land subject to conditions of record.

Virginia
Maryland
North Carolina
Pennsylvania
New York
New Jersey
District of Columbia

 Dewberry & Davis

Architects
Engineers
Planners
Surveyors

901 West Diamond Avenue
Columbia, MD 21048
301 988-4600
Fax: 301 254-7407

NOVEMBER 26, 1991

DESCRIPTION OF
PHASE 6
WINTERGATE AT LONGHEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longhead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated August 15, 1991 and recorded among the Land Records of Montgomery County, Maryland in Liber 9894 at Folio 851, and also being part of Parcel E, Block B - Longhead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying at the northeasterly end of the second or "North 42° 24' 03" East, 242.50 feet" line as described in Exhibit "A" of said deed of conveyance recorded in Liber 9894 at Folio 851; thence running with the third line of said conveyance

- 1) South 47° 35' 57" East, 74.00 feet; thence with part of the fourth line of said conveyance
- 2) South 42° 24' 03" West, 132.50 feet; thence crossing said conveyance with the division line between Phase 5 and 6 as shown on said Exhibit "A"
- 3) North 47° 35' 57" West, 74.00 feet to intersect the said second line of said conveyance; thence with part of said line
- 4) North 42° 24' 03" East, 132.50 feet to the point of beginning containing 9805 square feet or 0.22509 of an acre of land subject to conditions of record.

Virginia
Maryland
North Carolina
Florida
New York
New Jersey
Connecticut

LIBER FOLIO LIBER FOLIO
0010112 184 0010073 830

LTC

RPROP/DC/PL91
DOCLONG1-4
12/04/11:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase SEVEN)

THIS DECLARATION, made this 13th day of December, 1991, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

FILED
LETITIA A. SKELTON
CLERKS OFFICE
MONTGOMERY COUNTY

51 DEC 13 P 4:06.2

FILED
LETITIA A. SKELTON
CLERKS OFFICE
MONTGOMERY COUNTY

These documents are being re-recorded to correct order of recordation

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34 00
1 00
1 00
2 00

2-1-94

LIBER

FOLIO

LIBER

FOLIO

0010112 185

0010073 831

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 13th day of December, 1991, caused these presents to be executed by Carol Fitzgerald, its Vice President, Maryland Division, and does hereby constitute and appoint said Carol Fitzgerald its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By Carol Fitzgerald
Carol Fitzgerald, Vice President
Maryland Division
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 13th day of December, 1991, before me, the subscriber, a Notary Public in and for

LIBER

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PUBLIC

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the State aforesaid and County of Frederick personally appeared Carol Fitzgerald who is personally known to me to be the Vice President, Maryland Div. of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Audrey G. Carter
Audrey G. Carter



My Commission Expires:

February 1, 1992

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

R. F. Gilroy
Robert F. Gilroy

By: *A. M. Natelli*
A. M. Natelli
General Partner

LIBER

FOLIO

LIBER

FOLIO

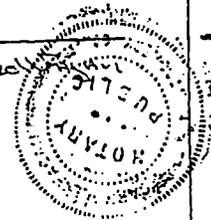
0010112 187

0010073 333

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 13th day of December, 1991, before me,
a Notary Public, appeared A. M. Natelli,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

[Signature]
Notary Public



My Commission Expires:

7-25-94

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

[Signature]
Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

CIBER

FOLIO

EXHIBIT "A"

0010112 100

0010073 334

Dewherry & Davis

Architects
Engineers
Planners
Surveyors

801 West Diamond Avenue
Gaithersburg, MD 20878
301 918-8344
Fax: 301 256-7667

DECEMBER 4, 1991

DESCRIPTION OF
PHASE 7
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from R.C.C., INC. (Successor by change of name from Rossmoor Construction Corporation by "Articles of Amendment" recorded among the corporate records of Montgomery County, Maryland in Liber 338 at Folio 001) by deed dated August 11, 1983 and recorded in Liber 6152 at Folio 427 among the land records of Montgomery County, Maryland and being also part of Parcel E, Block B - LONGMEAD as recorded on a plat of subdivision in Plat Book 160 at Plat 18169 among said land records and more particularly described as follows:

Beginning at a point lying at the southeasterly end of the "N 17° 42' 30" W 773.31 feet" line as shown on the above mentioned plat of subdivision; thence running with part of said line

- 1) North 17° 42' 30" West, 145.00 feet; thence departing said line and running across said Parcel E the following nine (9) courses and distances:
- 2) North 72° 17' 30" East, 110.00 feet; thence
- 3) North 14° 03' 18" East, 31.59 feet; thence
- 4) North 47° 35' 57" West, 43.00 feet; thence
- 5) North 42° 24' 03" East, 80.00 feet; thence
- 6) South 47° 35' 57" East, 69.25 feet; thence
- 7) South 42° 24' 03" West, 69.00 feet; thence
- 8) South 02° 35' 57" East, 28.28 feet; thence

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

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0010073 835

- 9) South 47° 35' 57" East, 60.45 feet; thence
- 10) South 17° 42' 30" East, 64.86 feet to intersect the "S 72° 17' 30" W 115.46 feet" line as shown on said plat of subdivision; thence running with the remainder of said line
- 11) South 72° 17' 30" West, 8.00 feet; thence running with the lines of said Parcel E as shown on said plat of subdivision the following two (2) courses and distances:
- 12) South 17° 42' 30" East, 10.00 feet; thence
- 13) South 72° 17' 30" West, 164.00 feet to the point of beginning containing 29598 square feet or 0.67947 of an acre of land subject to conditions of record.

LIBER

FOLIO

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0010112 2010010073 639

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 13th day of December, 1991, caused these presents to be executed by Carol Fitzgerald its Vice President, Maryland Div. , and does hereby constitute and appoint said Carol Fitzgerald its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By Carol Fitzgerald

Carol Fitzgerald, Vice President, Maryland Div.
Attorney-in-Fact of Pulte Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 13th day of December, 1991, before me, the subscriber, a Notary Public in and for

LIBER FOLIO LIBER FOLIO
0010112 202 0010073 040

the State aforesaid and County of Frederick personally appeared Carol Fitzgerald who is personally known to me to be the Vice President, Maryland Div. of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Audrey G. Carter
Audrey G. Carter



My Commission Expires:

February 1, 1992

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Robert F. Gilroy

Robert F. Gilroy

By:

A. M. Natelli

A. M. Natelli
General Partner

LIBER FOLIO
0010112 203

LIBER FOLIO
0010073 841

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 13th day of December, 1991, before me,
a Notary Public, appeared A. M. Natelli,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Carol J. Carroll
Notary Public



My Commission Expires:

7-25-94

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

[Signature]
Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

0010 1A2 204 0010073 042

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

1001 West Diamond Avenue
Gaithersburg, MD 20878
301 948-6300
Fax: 301 250-7007

DECEMBER 4, 1991

DESCRIPTION OF
PHASE 8
WINTERGATE AT LONGHEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from R.C.C., INC. (Successor by change of name from Rossmoor Construction Corporation by "Articles of Amendment" recorded among the corporate records of Montgomery County, Maryland in Liber 338 at Folio 001) by deed dated August 11, 1983 and recorded in Liber 6152 at Folio 427 among the land records of Montgomery County, Maryland and being also part of Parcel E, Block B - LONGMEAD as recorded on a plat of subdivision in Plat Book 160 at Plat 18169 among said land records and more particularly described as follows:

Beginning at a point lying on the "N 17° 42' 30" W 773.31 feet" line as shown on the above-mentioned plat of subdivision, said point lying distant 145.00 feet in a northwesterly direction from the southeasterly end thereof; thence running with part of said line

- 1) North 17° 42' 30" West, 158.31 feet; thence departing said line and running across said Parcel E the following seven (7) courses and distances:
- 2) North 72° 17' 30" East, 47.30 feet; thence
- 3) North 42° 24' 03" East, 83.26 feet; thence
- 4) South 47° 35' 57" East, 110.90 feet; thence
- 5) South 42° 24' 03" West, 80.00 feet; thence
- 6) South 47° 35' 57" East, 43.00 feet; thence

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Pennsylvania

LIBER

FOLIO

FOLIO

0010112 205 0010073 843

- 7) South 14° 03' 18" West, 31.59 feet; thence
- 8) South 72° 17' 30" West, 110.00 feet to the point of beginning containing 23700 square feet or 0.54400 of an acre of land subject to conditions of record.

DeWherry & Davis

LIBER FOLIO
0010173 308

1034
TIC

RPROP/DOC/PLS2
DOCLOS 01-4
02/06/92:icb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Nine)

THIS DECLARATION, made this 12th day of February,
1992, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan and
LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

92 FEB 12 A 9:20.0

FILED
DETTIE A. SKELTON
CLERK'S OFFICE
MONTGOMERY CO MD

24
4

34.00
4.00
20.00
5.00

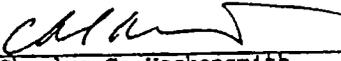
occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 12th day of FEBRUARY, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By 
 Charles S. Hockensmith
 President, Potomac Operation
 Attorney-in-Fact of Pulte
 Home Corporation

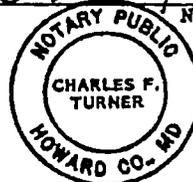
STATE OF MARYLAND)
) SS:
 COUNTY OF MONTGOMERY ~~Howard~~)

I HEREBY CERTIFY that on this 12th day of FEBRUARY, 1992, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner
Notary Public



My Commission Expires:

9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 11th day of February, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Louise Meyer

By: *[Signature]*

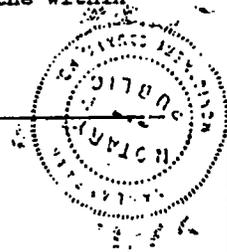
General Partner

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 11th day of February, 1992, before me,
a Notary Public, appeared W. C. Colona
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Nella Acch
Notary Public

My Commission Expires: September 1, 1994



I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

[Signature]
Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A
Pulte Home Corporation
11120th New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

LIBER

FOLIO

EXHIBIT "A"

0010173 312

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

200 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8500
Fax 301 258-7607

JANUARY 21, 1992

DESCRIPTION OF
PHASE 9
WINTERGATE AT LONGMEAD CONDOMINIUM
WREATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated January 9, 1992 and recorded among the Land Records of Montgomery County, Maryland in Liber 10121 at Folio 718, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

BEGINNING at a point lying on the "N 17° 42' 30" W 773.31 feet" line of said Parcel E as shown on the above-mentioned Plat, said point lying distant 303.31 feet in a northwesterly direction from the southeasterly end thereof, said point also being a common corner with the tract of land conveyed to Pulte Home Corporation by deed dated October 3, 1991 and recorded among said Land Records in Liber 9964 at Folio 832, said tract of land now known as Phase 8, Wintergate at Longmead Condominium; thence running with the first line as described in said conveyance to Pulte Home Corporation recorded in Liber 10121 at Folio 718, said line running with part of the above-mentioned 773.31 foot line of said Parcel E

- 1) North 17° 42' 30" West, 230.00 feet; thence departing said line and running across said Parcel E with the second (2nd) through sixth (6th) courses of said conveyance recorded in Liber 10121 at Folio 718 the following five (5) courses and distances:
- 2) North 72° 17' 30" East, 37.66 feet; thence
- 3) South 47° 35' 57" East, 92.96 feet; thence
- 4) North 42° 24' 03" East, 43.00 feet; thence
- 5) South 67° 37' 59" East, 48.16 feet; thence

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Louisiana

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FOLIO

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- 6) South $47^{\circ} 35' 57''$ East, 128.75 feet; thence crossing said conveyance recorded in Liber 10121 at Folio 718 with the division line, as shown therein, between Phase 9 and Phase 10
- 7) South $42^{\circ} 24' 03''$ West, 82.50 feet to intersect the northeasterly common line of division with said Phase 8; thence with part of said line
- 8) North $47^{\circ} 35' 57''$ West, 62.75 feet; thence again running with the lines of said Phase 8 the following two (2) courses and distances:
 - 9) South $42^{\circ} 24' 03''$ West, 83.26 feet; thence
 - 10) South $72^{\circ} 17' 30''$ West, 47.30 feet to the point of beginning containing 32,044 square feet or 0.73563 of an acre of land subject to conditions of record.

desc\winter9.lmc

 Dewberry & Davis

LIBER FOLIO
0010279 322

LTIC

RPROP/DOC/PLR2
DOCL01-4
02/08/12:icab

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Ten)

THIS DECLARATION, made this 19th day of MARCH
1992, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan and
LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant"

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W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

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2.00

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

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2-13
c

LIBER

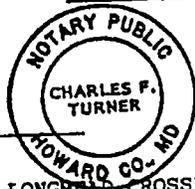
FOLIO

0010279 324

the State aforesaid and County of ~~Montgomery~~ ^{Howard} personally appeared CHARLES E. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner
 Notary Public



My Commission Expires:

9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 19th day of MARCH, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
 General Partner

ATTEST:

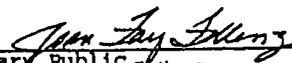
N. Charles Barbot
 N. Charles Barbot

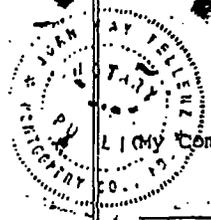
By: *W. C. Colona*
 W. C. Colona
 General Partner

LIBER FOLIO
0010249 325

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

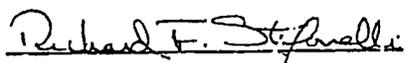
On this 19th day of MARCH, 1992, before me,
a Notary Public, appeared N.C. COLONA,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.


Notary Public
JOHN PAUL FERRAZ


Commission Expires:

9-1-92

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.


Richard F. Stefanelli

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

LIBER FOLIO

0010229 326

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

104 West Diamond Avenue
Gaithersburg, MD 20878
301 948-6000
Fax: 301 258-7607

FEBRUARY 7, 1992

DESCRIPTION OF
PHASE 10
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated January 9, 1992 and recorded among the Land Records of Montgomery County, Maryland in Liber 10121 at Folio 718, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing North 16° 37' 53" West, 221.86 feet from the northeasterly end of the "S 72° 17' 30" W 115.46 feet" line as shown on said Plat, said point being a common corner to the tract of land conveyed to Pulte Home Corporation by deed dated August 15, 1991 and recorded among said Land Records in Liber 9894 at Folio 851, said tract now known as Phases 5 and 6, Wintergate at Longmead Condominium, said point also lying on the northwesterly line of a tract of land conveyed to Pulte Home Corporation by deed recorded among said Land Records in Liber 9842 at Folio 849, said tract now known as Phases 1, 2, 3, and 4, Wintergate at Longmead Condominium; thence running with part of the last mentioned line of said Phase 3 and also running with the ninth (9th) course of the above-mentioned conveyance recorded in Liber 10121 at Folio 718

- 1) South 42° 24' 03" West, 86.00 feet to the common corner with the tract of land conveyed to Pulte Home Corporation by deed recorded October 3, 1991 in Liber 9964 at Folio 832, said tract now known as Phases 7 and 8, Wintergate at Longmead Condominium; thence running with part of the

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

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tenth (10th) course of said conveyance recorded in Liber 10121 at Folio 718, said line being part of the common line of division with said Phases 7 and 8

- 2) North 47° 35' 57" West, 117.00 feet; thence crossing said conveyance recorded in Liber 10121 Folio 718 with the division line, as shown therein, between Phase 9 and Phase 10
- 3) North 42° 24' 03" East, 86.00 feet; thence crossing said Parcel E, in part and running along the westerly line of said Phase 5, in part,
- 4) South 47° 35' 57" East, 117.00 feet to the point of beginning containing 10,062 square feet or 0.23099 of an acre of land subject to conditions of record.

LIBER FOLIO

0010308 470

RPROP/LOC/PL92
DOCLG1-4
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LTC

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Eleven)

THIS DECLARATION, made this 15th day of April,
1992, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan and
LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant"

WITNESSETH:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270 at
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgome
County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

92 APR 16 P 2:32.6
FILED
BETTIE A. SHELTON
CLERK'S OFFICE
MONTGOMERY CO MD

24.00
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MISC 1 24.00
TAXES 2.00
281.00
PARCEL ID 1.00
SURCHARG 2.00

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INDEX

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occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 13th day of April, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By Charles S. Hockensmith
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND
COUNTY OF MONTGOMERY

)
)
)
SS:

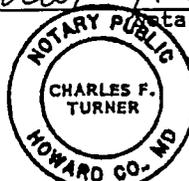
I HEREBY CERTIFY that on this 13 day of APRIL, 1992, before me, the subscriber, a Notary Public in and for

LIBER FOLIO
0010308 472

the State aforesaid and County of ~~MONTGOMERY~~ ^{Howard} personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner
Notary Public



My Commission Expires:

9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 15th day of April, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

N. Charles Barbot
N. Charles Barbot

By: *Anthony M. Natelli*
Anthony M. Natelli
General Partner

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 15th day of APRIL, 1992, before me,
a Notary Public, appeared A. M. NATELL,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.



A. M. NATELL
Notary Public

Commission Expires:
9-1-92

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey
Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A
Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company,
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Exhibit "A"

LIBER

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0010303 474

 Dewberry & Davis

Architects
Engineers
Planners
Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8340
Fax: 301 254-7607

MARCH 31, 1992

DESCRIPTION OF
PHASE 11

WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated March 3, 1992 and recorded among the Land Records of Montgomery County, Maryland in Liber 10210 at Folio 658, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing North 29° 55' 23" East, 618.54 feet from the southeasterly end of the "N 17° 42' 30" W, 773.31 feet" line of said Parcel E as shown on the above-mentioned Plat, said point lying at the northwesterly end of the second or "North 42° 24' 03" East, 242.50 feet" line of the tract of land now known as Phases 5 and 6, of Wintergate at Longmead Condominium, as described in Exhibit "A" of a conveyance to Pulte Home Corporation by deed dated August 15, 1991 and recorded among said Land Records in Liber 9894 at Folio 851; thence running with part of the said second line of said Phases 5 and 6, reversed

- 1) South 42° 24' 03" West, 119.50 feet; thence departing said line and running with the common division lines of proposed Phase 12, as shown in the above mentioned deed of conveyance recorded in Liber 10210 at Folio 658, the following two (2) courses and distances:
- 2) North 47° 35' 57" West, 150.00 feet; thence
- 3) South 42° 24' 03" West, 126.50 feet; thence running with the common lines of division with Phase 9 of said Wintergate at Longmead Condominium, as described in a deed of conveyance to Pulte Home Corporation dated

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Delaware

LIBER

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January 9, 1992 and recorded among said Land Records in Liber 10121 at Folio 718, the following two (2) courses and distances:

- 4) North 47° 35' 57" West, 21.75 feet; thence
- 5) North 67° 37' 59" West, 48.16 feet; thence running across said Parcel E with the fifth (5th) through thirteenth (13th) courses of the above-mentioned conveyance recorded in Liber 10210 at Folio 658 the following nine (9) courses and distances:
 - 6) North 19° 28' 10" East, 28.23 feet; thence
 - 7) North 42° 24' 03" East, 308.50 feet; thence
 - 8) North 47° 35' 57" West, 8.25 feet; thence
 - 9) North 42° 24' 03" East, 80.00 feet; thence
 - 10) South 47° 35' 57" East, 310.25 feet; thence
 - 11) South 42° 24' 03" West, 78.00 feet; thence
 - 12) North 47° 35' 57" West, 224.00 feet; thence
 - 13) South 42° 24' 03" West, 74.00 feet; thence
 - 14) South 47° 35' 57" East, 150.00 feet to the point of beginning containing 67,513 square feet or 1.54988 acres of land subject to conditions of record.

desc\wint11.lmc

Dswberry & Davis

LIBER FOLIO
0010368 119

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RPROP/100/PL92
DOCL01-4
02/06/12: cab

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Twelve)

THIS DECLARATION, made this 12 day of May,
1992, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan and
LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant",

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1.00
2.00

WITNESSETH:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cov-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270 at
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

92 MAY 13 P 4:12.2

FILED
BETTIE A. SKELTON
CLERK'S OFFICE
MONTGOMERY CO MD

LIBER FOLIO
0010368 121

the State aforesaid and County of ^{Howard} ~~Montgomery~~ personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner
Notary Public

My Commission Expires:

9-11-94



IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 11th day of May, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

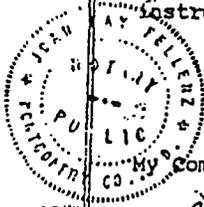
N. Charles Barbot
N. Charles Barbot

By: *W. C. Colona*
W. C. Colona
General Partner

LIBER FOLIO
0010368 122

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 11th day of MAY, 1992, before me,
a Notary Public, appeared W.C. COLONA,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.



Jean Fay Follenz
Notary Public
Jean Fay Follenz

My Commission Expires:

9-1-92

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey
Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A
Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

LIBER

FOLIO

EXHIBIT "A"

0010368 123

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20878
301 941-8300
Fax: 301 254-7617

APRIL 1, 1992

DESCRIPTION OF
PHASE 12
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated March 3, 1992 and recorded among the Land Records of Montgomery County, Maryland in Liber 10210 at Folio 658, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing North 22° 06' 31" East, 385.34 feet from the southeasterly end of the "N 17° 42' 30" W 773.31 feet" line of said Parcel E as shown on the above-mentioned Plat, said point lying at the northwesterly end of the first or "North 47° 35' 57" West, 74.00 feet" line of the tract of land now known as Phases 5 and 6 of Wintergate at Longmead Condominium, as described in Exhibit "A" of a conveyance to Pulte Home Corporation by deed dated August 15, 1991 and recorded among said Land Records in Liber 9894 at Folio 851, said point also lying on the common line of division with Phases 9 and 10 of Wintergate at Longmead Condominium as described in a conveyance to Pulte Home Corporation by deed dated January 9, 1992 and recorded in Liber 10121 at Folio 718; thence running with the lines of said Phases 9 and 10 the following two (2) courses and distances:

- 1) North 47° 35' 57" West, 43.00 feet; thence
- 2) South 42° 24' 03" West, 3.50 feet; thence running in a reverse direction with part of the sixth (6th) or "South 47° 35' 57" East, 128.75 feet" line of said Phases 9 and 10 as described in said deed recorded in Liber 10121 at Folio 718

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

LIBER

FOLIO

0010368 124

- 3) North 47° 35' 57" West, 107.00 feet; thence departing said line and running with the common division lines of Phase 11 as shown in the above mentioned deed of conveyance recorded in Liber 10210 at Folio 658 the following two (2) courses and distances:
- 4) North 42° 24' 03" East, 126.50 feet; thence
- 5) South 47° 35' 57" East, 150.00 feet to intersect the second or "North 42° 24' 03" East, 242.50 feet" line of said Phases 5 and 6 as described in said deed recorded in Liber 9894 at Folio 851; thence running in a reverse direction with part of said line
- 6) South 42° 24' 03" West, 123.00 feet to the point of beginning containing 18,824 square feet or 0.43215 of an acre of land subject to conditions of record.

wint12.lmc

 Dewberry & Davis

0010419 843

LTIC

RPROP/DOC/PL92
DOCLG1-4
05/26/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Thirteen)

THIS DECLARATION, made this 4th day of JUNE 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

WITNESSETH:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6275, folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

AT Cor
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MISC 1
20.00
MANS
1.00
MAY 19
1.00
2.00

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

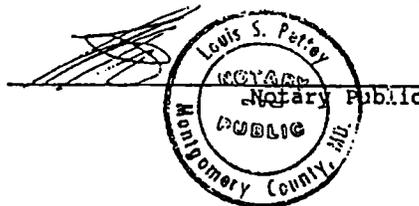
CO JUN -8 P 1:43.5
FILED
KETTIE A. SHELTON
CLERK OF COURTS
MONTGOMERY COUNTY, MD

LIGER FOLIO

0010419 845

appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.



My Commission Expires:

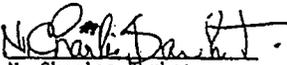
12-3-95

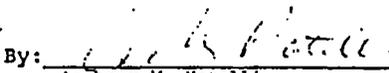
IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 4th day of JUNE, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:


N. Charles Barbot

By: 
Anthony M. Natelli
General Partner

LIBER FOLIO

0010419 846

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

On this 4th day of JUNE, 1992, before me,
a Notary Public, appeared A. M. NATELLI,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Jean Jay Fellenz
Notary Public

My Commission Expires:

9-1-92

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

EXHIBIT "A"

1589

FULL

 **Dewberry & Davis**

Architects
Engineers
Planners
Surveyors

101 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8300
Fax: 301 258-7607

APRIL 27, 1992

DESCRIPTION OF
PHASE 13
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing North 36° 45' 39" East, 606.87 feet from the southeasterly end of the "N 17° 42' 30" W 773.31 feet" line of said Parcel E as shown on the above-mentioned Plat, said point lying at the southeasterly end of the third or "South 47° 35' 57" East, 74.00 feet" line of the tract of land now known as Phases 5 and 6 of Wintergate at Longmead Condominium, as described in Exhibit "A" of a conveyance to Pulte Home Corporation by deed dated August 15, 1991 and recorded among said Land Records in Liber 9894 at Folio 851, said point also lying on the common line of division with Phase 1 of Wintergate at Longmead Condominium as described in a conveyance to Pulte Home Corporation by deed recorded in Liber 9842 at Folio 849; thence running, in a reverse direction, with said line of Phase 6, in part, and part of the common boundary line of the tract of land now known as Phases 11 and 12 of said Wintergate at Longmead Condominium as described in a conveyance to Pulte Home Corporation by deed dated March 3, 1992 and recorded among said Land Records in Liber 10210 at Folio 658, in part

- 1) North 47° 35' 57" West, 107.00 feet; thence departing said line and running with the common division line with Phase 14 as shown in the above-mentioned deed recorded in Liber 10260 at Folio 178

Virginia
Maryland
New York
Pennsylvania
New Jersey
New Mexico

LIBER

FOLIO

- 0010419 818
- 2) North 42° 24' 03" East, 74.00 feet to intersect the eleventh (11th) or "North 47° 35' 57" West, 224.00 feet" line of said Phase 11 as described in said deed recorded in Liber 10210 at Folio 658; thence with part of said line reversed
 - 3) South 47° 35' 57" East, 107.00 feet to intersect the above-mentioned common division line with said Phase 1; thence with part of said line, reversed
 - 4) South 42° 24' 03" West, 74.00 feet to the point of beginning containing 7918 square feet or 0.18177 of an acre of land subject to conditions of record.

desc\wint13.lmc

Dewberry & Davis

~~10432-614~~ 10432-614

LTIC

1043
R:PROP/DOC/PL92
D:XLG1-4
05/26/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Fourteen)

THIS DECLARATION, made this ___ day of _____
1992, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan and
LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant"

WITNESSETH:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270 at
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

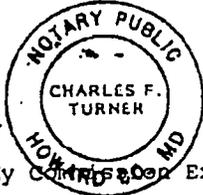
NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered. sold, leased, rented, used,

62 JUN 11 P 413.6
LITTON & SHELTON
CLERKS OFFICE
MONTGOMERY CO MD

appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.



Charles F. Turner
Notary Public

My Commission Expires:

9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this _____ day of _____, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

N. Charles Barbot
N. Charles Barbot

By: _____
William C. Colona
General Partner

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

On this 14 day of June, 1992, before me,
a Notary Public, appeared _____
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Notary Public

(My Commission Expires: _____)

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A
Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

EXHIBIT "A"

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

1001 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8000
Fax 301 251-5007

APRIL 27, 1992

DESCRIPTION OF
PHASE 14
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing South 71° 03' 02" East, 549.16 feet from the northwesterly end of the "N 17° 42' 30" W 773.31 feet" line of said Parcel E as shown on the above-mentioned Plat, said point lying distant North 47° 35' 57" West, 33.00 feet from the northeasterly end of the second or "North 42° 24' 03" East, 242.50 feet" line of the tract of land now known as Phases 5 and 6 of Wintergate at Longmead Condominium, as described in Exhibit "A" of a conveyance to Pulte Home Corporation by deed dated August 15, 1991 and recorded among said Land Records in Liber 9894 at Folio 851, thence running across said Parcel E with part of the first, all of the second and part of the third courses of said property as described in said deed recorded in Liber 10260 at Folio 178, the following three (3) courses and distances:

- 1) North 47° 35' 57" West, 117.00 feet; thence
- 2) North 42° 24' 03" East, 74.00 feet; thence
- 3) South 47° 35' 57" East, 117.00 feet; thence crossing said property with the common division line with Phase 13 as shown in said deed
- 4) South 42° 24' 03" West, 74.00 feet to the point of beginning containing 8658 square feet or 0.19876 of an acre of land subject to conditions of record.

Architect
Maryland
Professional
New York
New Jersey
California

1666
1000

RPROP/DOC/PL92
DOCLG1-4
05/11/92:ceb

10525-62

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Fifteen)

LTIC

THIS DECLARATION, made this 27th day of June,
1992, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan and
LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270 at
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

92 JUL 24 A 8:52.8

FILED
BETTY A. SKELTON
CLERK'S OFFICE
MONTGOMERY CO MD

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SEARCHED
INDEXED
SERIALIZED
FILED
JUL 24 1992
MONTGOMERY CO MD

LIBER 511
10525.369

Frederick
the State aforesaid and County of ~~Montgomery~~ personally
appeared CHARLES S. HOCKENSMITH, who is personally known to
me to be the Potomac Operation President of PULTE HOME
CORPORATION, and the person named as attorney-in-fact in the
foregoing Supplementary Declaration, and by virtue of the
authority vested by said instrument, acknowledge the same to
be the act and deed of PULTE HOME CORPORATION and that the
same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Gladys Marie Orendorff
Notary Public

My Commission Expires:
GLADYS MARIE ORENDORFF
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 6, 1996

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED
PARTNERSHIP has on this 23RD day of JULY, 1992,
caused this Supplementary Declaration of Covenants and
Restrictions to be signed in its name by POTOMAC INVESTMENT
ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does
hereby acknowledge and deliver these presents as its act and
deed.

LONGMEAD CROSSING LIMITED
PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP
General Partner

ATTEST: •

N. C. Parker

By: A. M. PATELLI
General Partner

1992 JUL 25 06:00

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 23rd day of July, 1992, before me,
a Notary Public, appeared A. M. Natoli,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Louis A. Kennedy
Notary Public
Louis A. Kennedy

My Commission Expires:
9-13-93

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey
Louis S. Pettey

Parcel ID# 13-255-~~2921XX~~ 2958488

Title Insurer: N/A
Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

LIBRARY
1962

Exhibit "A"

(Legal Description - Phase 15)

 **Dewberry & Davis**

Architects
Engineers
Planners
Surveyors

801 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8000
Fax: 301 258-7607

JULY 13, 1992

DESCRIPTION OF
PHASE 15
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing North 85° 49' 42" East, 401.37 feet from the northeasterly end of the "N 59° 42' 32", E 82.81 feet" line of said Parcel E as shown on the above-mentioned Plat, said point also being the northeasterly end of the fifteenth or "South 42° 24' 03" West, 80.00 feet" line as described in said deed; thence running with said line

- 1) South 42° 24' 03" West, 80.00 feet; thence crossing said property with the boundary lines of proposed Phases 20, 22 and 21, as shown on the "Sketch Plan - Part Two" recorded with said deed, respectively, and including part of the eighth (8th) line of said deed
- 2) North 47° 35' 57" West, 174.25 feet; thence running across said property with the boundary line of proposed Phase 17 as shown on said sketch plan

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

10025.000

- 3) North 42° 24' 03" East, 80.00 feet to intersect the tenth (10th) or "South 47° 35' 57" East, 163.66 feet" line of said deed at a point lying 9.66 feet in a southeasterly direction from the northwesterly end thereof; thence with the remainder of said line
- 4) South 47° 35' 57" East, 154.00 feet; thence running with the eleventh (11th) and part of the twelfth (12th) line of said deed the following two (2) courses and distances:
- 5) North 42° 24' 03" East, 84.00 feet; thence
- 6) South 47° 35' 57" East, 123.25 feet; thence running across said property with the boundary line of proposed Phase 16 as shown on the said sketch plan recorded with said deed
- 7) South 42° 24' 03" West, 84.00 feet to intersect the fourteenth (14th) or "North 47° 35' 57" West, 238.25 feet" line of said deed at a point lying 135.25 feet in a northwesterly direction from the southeasterly end thereof; thence with the remainder of said line
- 8) North 47° 35' 57" West, 103.00 feet to the point of beginning containing 24293 square feet or 0.55769 of an acre of land subject to conditions of record.

16

0570 656

ENC

RPRCP/DOC/PL92
00CLG1-4
05/11/92:ceo

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Sixteen)

3

THIS DECLARATION, made this 12th day of August, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

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JUL 15 1992
MONTGOMERY COUNTY
CLERK OF COURTS OFFICE
100 N. GAITHERSBURG RD
BETHESDA, MD 20814

24
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2

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this ____ day of _____, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By Charles S. Hockensmith
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

*PER POWER OF ATTORNEY @ LIBEL 10385 FOLIO 021

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

I HEREBY CERTIFY that on this ____ day of _____, 1992, before me, the subscriber, a Notary Public in and for

Frederick
the State aforesaid and County of ~~XXXXXX~~ personally
appeared CHARLES S. HOCKENSMITH, who is personally known to
me to be the Potomac Operation President of PULTE HOME
CORPORATION, and the person named as attorney-in-fact in the
foregoing Supplementary Declaration, and by virtue of the
authority vested by said instrument, acknowledge the same to
be the act and deed of PULTE HOME CORPORATION and that the
same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.



Notary Public

Commission Expires:

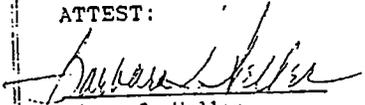
GLADYS MARIE OPENDORFF
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 6, 1996

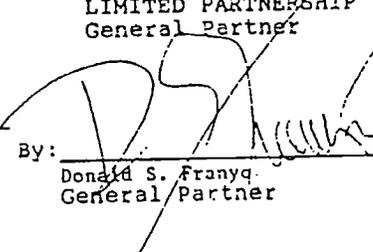
IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED
PARTNERSHIP has on this 1st day of June, 1992,
caused this Supplementary Declaration of Covenants and
Restrictions to be signed in its name by POTOMAC INVESTMENT
ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does
hereby acknowledge and deliver these presents as its act and
deed.

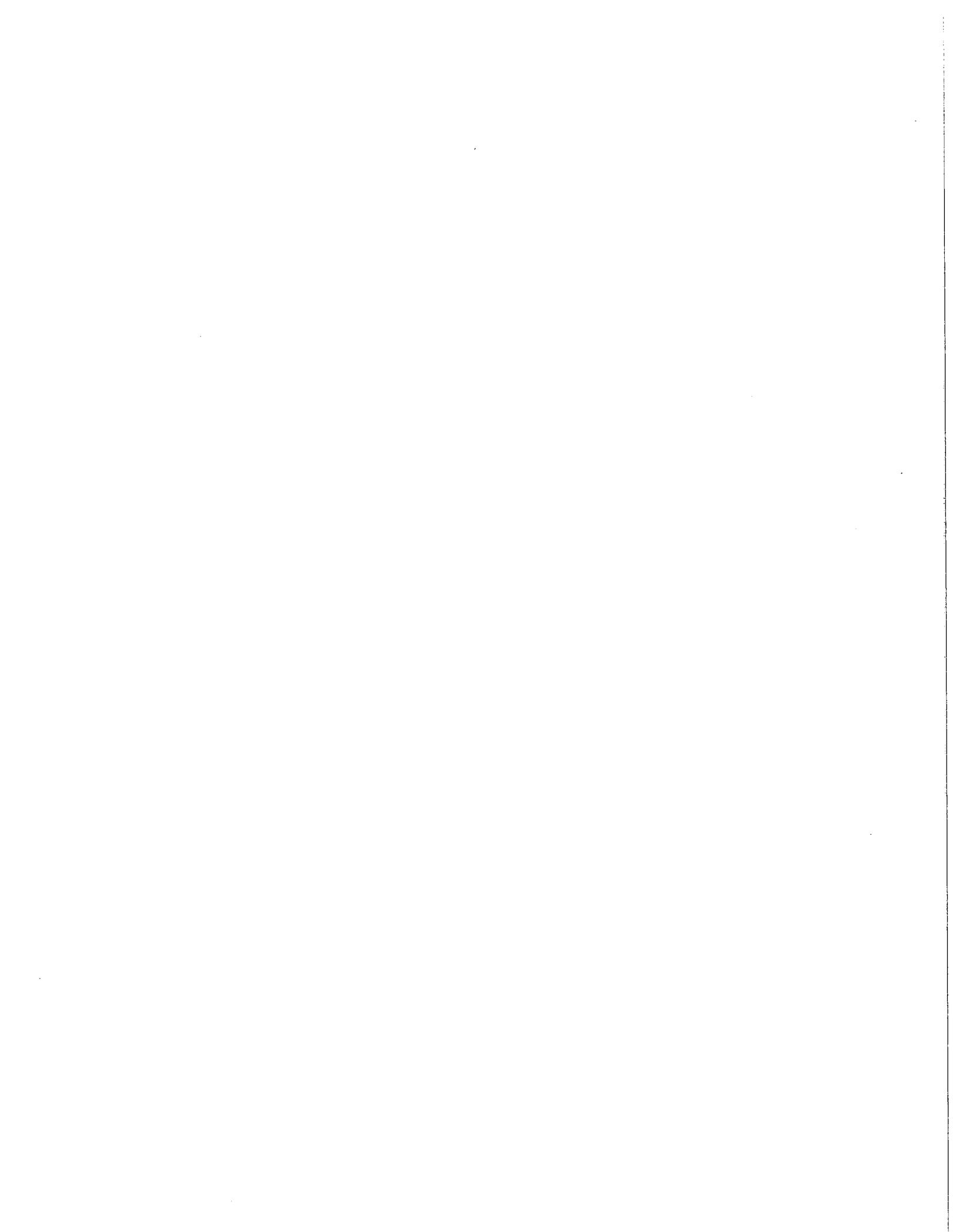
LONGMEAD CROSSING LIMITED
PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP
General Partner

ATTEST:


Barbara S. Weller


By: _____
Donald S. Frano
General Partner



STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

On this 25 day of August, 1992, before me,
a Notary Public, appeared Donald L. ...
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Donald L. ...
Notary Public

My Commission Expires:

9-13-93

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey

Parcel ID# 13-255-2958488

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

EXHIBIT "A"

 Dewberry & Davis

Architects
Engineers
Planners
Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20878
301 946-6800
Fax: 301 258-7407

JULY 13, 1992

DESCRIPTION OF
PHASE 16
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing North 87° 39' 39" East, 533.45 feet from the northeasterly end of the "N 59° 42' 32" E 82.81 feet" line of said Parcel E as shown on the above mentioned Plat, said point also lying on the twelfth (12th) or "South 47° 35' 57" East, 258.50 feet" line as described in the above-mentioned deed of conveyance, 123.25 feet in a southeasterly direction from the northwesterly end thereof; thence running with the remainder of the said twelfth, all of the thirteenth (13th) and part of the fourteenth (14th) courses of said deed of conveyance, the following three (3) courses and distances:

- 1) South 47° 35' 57" East, 135.25 feet; thence
- 2) South 42° 24' 03" West, 84.00 feet; thence

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

3) North 47° 35' 57" West, 135.25 feet; thence running across the said property described in said deed of conveyance with the boundary line of "Proposed Phase 15" as shown on the "Sketch Plan - Part Two" recorded with said deed

4) North 42° 24' 03" East, 84.00 feet to the point of beginning containing 11361 square feet or 0.26081 of an acre of land subject to conditions of record.

desc\wint16.lmc

LIBER FOLIO
10707.215

TRPROP/DOC/P-92
AMLOC 401-4
09/9/92

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
LONGMEAD CROSSING

THIS AMENDMENT to the Declaration of Covenants and Restriction of Longmead Crossing is made this 17th day of September, 1992, A.D. by LONGMEAD CROSSING LIMITED PARTNERSHIP, a Maryland Limited Partnership, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer was the Declarant of a certain Declaration of Covenants and Restrictions for the residential planned community known as "Longmead Crossing" (hereinafter the "Declaration") recorded among the Land Records of Montgomery County, Maryland on December 28, 1983 in Liber 6270at Folio 725; and

WHEREAS, said Declaration, Article II, Section 3(b) provided, inter alia that Developer reserved the right to "add land to... the Development Plan for lands which have yet not been made subject to this Declaration in response to technological, economic, environmental or social conditions related to the development or marketing of the Properties..."; and

WHEREAS, Developer has acquired or is the contract purchaser from Montgomery County, Maryland, that property described in Exhibit A attached hereto; and

WHEREAS, Developer has determined, based upon technological, economic, environmental and social conditions

LIBER FILED
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related to the development and marketing of the Properties, that the land described in Exhibit A to this Amendment, should be added to the scheme of development of Longmead Crossing.

NOW THEREFORE, the Developer hereby amends the Declarations as follows:

The definition of "Development Plan" as defined in Article 1, Section II of the Declaration is hereby amended by adding to said definition the properties described in Exhibit A attached hereto and incorporated herein by the reference.

Developer hereby certifies that it has given Notice of this Amendment to the Association, secured approval of this Amendment from the Maryland National Capital Park and Planning Commission and the Federal Mortgage Agencies all as required by Article II, Section 3(b) of the Declaration.

IN WITNESS WHEREOF, the Developer, Longmead Crossing Limited Partnership, a limited partnership organized and existing under the laws of Maryland, has caused these presents to be duly executed by a General Partner, this 17th day of September, 1992.

LONGMEAD CROSSING LIMITED PARTNERSHIP

BY: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP, GENERAL
PARTNER

By: A. M. Natelli
General Partner
A. M. Natelli

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate

LIBER FUL 17
10707.218

name by Charles S. Hockensmith, its President of Potomac Operation, and does hereby appoint the said Charles Hockensmith as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: [Signature]
Charles S. Hockensmith
President of Potomac Operation
Attorney In Fact

STATE OF MARYLAND)
COUNT OF MONTGOMERY) SS:

On this 17th day of September, 1992, before me, a Notary Public, appeared A. M. Natelli, who acknowledge himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partnership of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

[Signature]
Notary Public

My Commission Expires:
9-13-93

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

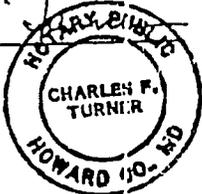
I HEREBY CERTIFY that on this 17 day of September 1992, before me, the subscriber, a Notary Public in and for the County Howard, State of Maryland, personally

LIBER FUL III
10707.219

appeared Charles S. Hockensmith, who is personally well known to me to be person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained herein.

WITNESS my hand and notarial seal the day and year first above written.

Charles F. Turner
Notary Public



My Commission Expires:

9-11-94

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Pettey
Louis S. Pettey

Title insurer: N/A

Parcel ID Nos.
954423
963826
963837
953100
2921641

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Longmead Crossing Limited Partnership
c/o 806 West Diamond Avenue
Gaithersburg, Maryland 20878

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

LIBER FILE III
10707.220

Exhibit A

A DESCRIPTION OF
PART OF
THE PROPERTY OF
MONTGOMERY COUNTY, MARYLAND
(A BODY CORPORATE)
13 (THIRTEENTH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being part of the property described in the following three (3) conveyances: 1) from Martha A. Holland to Montgomery County, Maryland by deed dated May 1, 1982 and recorded in Liber 5872 at Folio 246, 2) from the Board of Education of Montgomery County to Montgomery County, Maryland by deed dated September 22, 1975 and recorded in Liber 4699 at Folio 298; 3) from Albert W. Gault, Director of Finance for Montgomery County, Maryland to Montgomery County, Maryland by deed dated March 27, 1974 (equity No. 46402) and recorded in Liber 4507 at Folio 722, all among the Land Records of Montgomery County, Maryland.

Beginning for the same at an iron pipe found on the northerly or North 59 55' 14" East, 2348.72 foot plat line as shown on a plat of subdivision entitled "Plat 1, Rossmore Leisure World" recorded in Plat Book 76 at Plat No. 7604 among the aforesaid land records, said point being distant 901.61 feet from the end thereof, thence running reversely with the remainder of said plat line.

- 1) South 59 55' 07" West, 1447.11 feet to a stone found at the beginning of the aforesaid plat line, said stone also being at the beginning of the easterly or North 07 13' 26" West, 657.00 foot plat line, as shown on a Plat of subdivision entitled, "Parcel "C" Norbeck Hills" recorded in Plat Book 111 at Plat No. 12946, thence departing the aforesaid first plat and running with the aforesaid second plat the following three (3) courses and distances:
- 2) North 07 00' 43" West, 657.06 feet to a point; thence
- 3) by a curve to the right having a radius of 3969.72 feet, a chord bearing and distance of North 34 07' 16" West, 325.70 feet, and an arc distance of 325.79 feet to a point; thence
- 4) North 31 56' 13" West, 1045.52 feet to a point at the end of the aforesaid plat line, said point intersecting the easterly or North 12 45' East, 148.53 foot deed line of a conveyance from Janie B. Colbert, Mattie V. and Mary C. Johnson to Howard W. Thornton Jr. et ux, by deed dated March 15, 1944 and recorded in Liber 933 at Folio 135 among the aforesaid land records, thence running with part of said deed line:

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- 5) North 00° 20' 27" East, 115.00 feet to a point on the southerly right-of-way line of Norbeck Road (40' wide) as shown on Maryland State Highway Administration Plat No. 1593, thence running with said southerly right-of-way the following two (2) courses and distances:
- 6) by a curve to the left having a radius of 974.93 feet, a chord bearing and distance of North 75° 08' 49" East, 399.86 feet and an arc distance of 402.72 feet to a point; thence
- 7) North 63° 18' 48" East, 122.95 feet to a point; thence departing said right-of-way and running reversely with part of the westerly or North 11° 45' 00" West, 229.34 foot deed line of a conveyance from Bertha Lee to James F. Lee et ux. by deed dated March 4, 1954 and recorded in Liber 1895 at Folio 306 among the aforesaid land records and continuing with part of the outlines of a conveyance from Minerva Lee to Dale D. Lee by deed dated May 4, 1968 and recorded in Liber 5452 at Folio 778 among the aforesaid land records
- 8) South 12° 48' 45" East, 464.90 feet to a point on the northern or North 76° 15' East, 439.89 foot deed line of the aforesaid first conveyance, thence running with part of said deed line and continuing with the outlines of said deed and with the southerly side of a ten foot right-of-way (Liber 5452 Folio 778) the following two (2) courses and distances:
- 9) North 76° 49' 00" East, 430.54 feet to an iron pipe found, thence;
- 10) South 13° 11' 00" East, 667.92 feet to an iron pipe found, thence departing the outlines of said deed and running with the outlines of a conveyance from Henry Hammond et ux. to Alvin R. Vincent et ux. by deed dated December 15, 1955 and record in Liber 2162 at Folio 137 among the aforesaid land records, the following two (2) courses and distances:
- 11) North 56° 33' 16" East, 148.53 feet to an iron pipe found, thence
- 12) South 58° 26' 15" East, 91.24 feet to a stone found thence departing said outlines and running with the outlines of a conveyance from Florence Johnson to Alvin R. Vincent et ux. by deed dated July 19, 1967 and recorded in Liber 3644 at Folio 462 among the aforesaid land records

LIBER FOLIO
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- 13) South 59° 27' 33" East, 171.91 feet to an angle iron found, thence departing said outlines and running with the southwesterly lines of a) a conveyance from John A. Johnson et ux. to Nathaniel H. Small et ux. by deed dated January 25, 1955 and recorded in Liber 2018 at Folio 219 among the aforesaid land records, b) Radwick Lane c) a conveyance from John R. Warfield to Robert E. Warfield et ux. by deed dated March 16, 1940 and recorded in Liber 771 at Folio 349 among the aforesaid land records
- 14) South 60° 40' 42" East, 607.98 feet to the point of beginning containing 1,590,574 square feet or 36.51455 acres of land.
- 15) Saving and excepting from the above parcel the land necessary for the right-of-way for the intercounty connector and the right-of-way for Wintergate Drive. These rights-of-way are to be dedicated to the Maryland State Highway Administration and Montgomery County, Maryland for street improvements.

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05/11/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Seventeen)

THIS DECLARATION, made this 2 day of OCTOBER,
1992, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan and
LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant"

WITNESSETH:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270 at
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

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occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 16 day of September 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By *Charles S. Hockensmith*
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

8947 C 565
LIBER FOLIO of
POWER of ATTORNEY

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

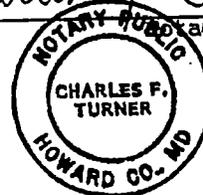
I HEREBY CERTIFY that on this 16 day of September, 1992, before me, the subscriber, a Notary Public in and for

LIBER FUL 111
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the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner



My Commission Expires:

9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 16th day of September, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

W. Parky Smith

By: *William C. Colona*
General Partner

LIBER FOL 111
10707-405

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

On this 17th day of September, 1992, before me,
a Notary Public, appeared William C. Colona,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.



Louise A. Kennedy
Notary Public

Commission Expires:
9-13-93

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A
Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

EXHIBIT "A" LIBER FOLIO
10707.406

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

104 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8300
Fax: 301 254-7047

SEPTEMBER 2, 1992

DESCRIPTION OF
PHASE 17
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being a portion of the property conveyed from ~~LONGMEAD CROSSING LIMITED PARTNERSHIP~~ LONGMEAD CROSSING LIMITED/ to Pulte Home Corporation by deed dated ~~October 22, 1992~~ ~~September 22, 1992~~ and recorded among said Land Records, the same being parts of Parcel E, Block B - Longmead as shown on a Subdivision Record Plat recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying at the southwesterly end of the "N 59° 42' 32" E 82.81 feet" line of said Parcel E as shown on said Plat; thence running with said line

- 1) North 59° 42' 32" East, 82.81 feet; thence running with part of the "N 07° 39' 47" W 657.78 feet" line of said Parcel E as shown on said Plat
- 2) North 07° 39' 47" West, 255.78 feet; thence departing said line and running across said Parcel E with the boundary lines of said former Montgomery County, Maryland property conveyed to Pulte Home Corporation, the following four (4) courses and distances:

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

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- 3) North 82° 20' 13" East, 73.42 feet; thence
- 4) South 47° 35' 57" East, 144.66 feet; thence
- 5) North 59° 59' 52" East, 74.49 feet; thence
- 6) South 47° 35' 57" East, 73.82 feet to intersect the common line of division between said former Montgomery County, Maryland property and the said former Longmead Crossing Limited Partnership property conveyed to Pulte Home Corporation by said deed recorded in Liber 10260 at Folio 178; thence continuing along the same bearing with part of the boundary of said former Longmead Crossing Limited Partnership property
- 7) South 47° 35' 57" East, 9.66 feet; thence crossing said property with the boundary of existing Phase 15 of Wintergate at Longmead Condominium
- 8) South 42° 24' 03" West, 80.00 feet; thence again running with part of the boundary of said former Longmead Crossing Limited Partnership property
- 9) North 47° 35' 57" West, 34.91 feet to again intersect aforesaid common line of division; thence continuing along the same bearing across said former Montgomery County, Maryland property with part of the boundary of proposed Phase 21 of Wintergate at Longmead Condominium
- 10) North 47° 35' 57" West, 10.09 feet; thence again running with part of the boundary of said proposed Phase 21
- 11) South 42° 24' 03" West, 31.96 feet to again intersect the aforesaid common line of division; thence continuing along the same bearing with part of the boundary of said

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former Longmead Crossing Limited Partnership property and part of the boundary of said proposed Phase 21 and proposed Phase 22 of Wintergate at Longmead Condominium

12) South 42° 24' 03" West, 202.54 feet; thence again with part of the boundary of said proposed Phase 22

13) South 47° 35' 57" East, 120.00 feet; thence with part of the boundary of proposed Phase 18 of said Wintergate at Longmead Condominium the following two (2) courses and distances:

14) South 42° 24' 03" West, 74.00 feet; thence

15) South 47° 35' 57" East, 107.50 feet; thence, again running with the boundary lines of said former Longmead Crossing Limited Partnership property the following five (5) courses and distances:

16) South 19° 28' 10" West, 28.23 feet; thence

17) South 42° 24' 03" West, 43.00 feet; thence

18) North 47° 35' 57" West, 92.96 feet; thence

19) South 72° 17' 30" West, 37.66 feet to intersect the "N 17° 42' 30" W 773.31 feet" line of said Parcel E as shown on said Plat; thence running with said line to its northwesterly end

20) North 17° 42' 30" West, 240.00 feet to the point of beginning containing 77,815 square feet or 1.78639 acres of land subject to conditions of record.

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Dewberry & Davis

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05/11/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Eighteen)

THIS DECLARATION, made this 9th day of October,
1992, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan and
LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant"

FILED
BETTIE A. SKELTON
CLERK'S OFFICE
MONTGOMERY CO MD

WITNESSETH:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property, by
Declaration recorded December 28, 1983 in Liber 6230, ⁴¹⁷ ₁₀₀
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

24.00
NAMES 3.00
PARCEL ID 1.00
SURCHARGES 2.00
POSTAGE .50

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

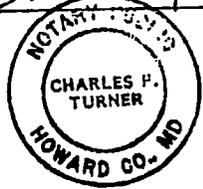
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10/27/92

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles P. Turner
Notary Public



My Commission Expires:

9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 9th day of October, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

N. Charles Hockensmith

By: *William C. Colwell*
General Partner

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10727.413

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 4th day of October, 1992, before me,
a Notary Public, appeared William C. Colona
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Jruse A. Kennedy
Notary Public

My Commission Expires:
9-13-93

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

[Signature]
Louis S. Pettey

Parcel ID# 13-255-2958488

Title Insurer: N/A
Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

EXHIBIT "A"

LIBER FOLIO III

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

204 West District Avenue
Cathetersburg, MD 20878
301 644-8300
Fax: 301 258-7607

OCTOBER 1, 1992

DESCRIPTION OF
PHASE 18
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (15TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying at the southwesterly end of the 17th or "South 42° 24' 03" West, 308.50 feet" line as described in the above-mentioned deed recorded in Liber 10260 at Folio 178; thence running across said property conveyed by said deed with the boundary of Phase 17 of Wintergate at Longmead Condominium the following two (2) courses and distances:

- 1) North 47° 35' 57" West, 107.50 feet; thence
- 2) North 42° 24' 03" East, 74.00 feet to intersect the fourth (4th) or "South 47° 35' 57" East, 157.50 feet" line as described in said deed; thence running with part of said line, in part, and across said property, in part

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut
Massachusetts
Pennsylvania

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- 3) South 47° 35' 57" East, 107.50 feet, to intersect the above-mentioned 308.50 feet deed line; thence running with said line
- 4) South 42° 24' 03" West, 74.00 feet to the point of beginning containing 7,955 square feet or 0.18262 of an acre of land subject to conditions of record.

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PROP/DOC/PL92
DCMIN1-4
05/11/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Wintergate at Longmead Condominium Cluster Annexation)

(Phase Eighteen)

THIS DECLARATION, made this 9th day of October,
1992, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan and
LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter called "Declarant"

FILED
BETTIE A. SKELTON
CLERK'S OFFICE
MONTGOMERY CO MD

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, PULTE HOME CORPORATION, Declarant, has
heretofore imposed certain covenants and conditions upon
certain other real property by Declaration recorded
December 28, 1983 in Liber 6270 at folio 725 among the Land
Records of Montgomery County, Maryland which Declaration has
been Supplemented to extend the scheme of Covenants to
various other properties; and

MISC I 24.00
NAMES 3.00
SUBST 1.00
PARCEL ID 1.00
SURCHARG 2.00
POSTAGE .50

WHEREAS, by Supplementary Declaration of Covenants and
Restrictions recorded October 30, 1991, in Liber 10001 at
folio 780, among the Land Records of Montgomery County,
Maryland, Declarant established the Wintergate at Longmead
Condominium Cluster of the Longmead Crossing Community and
imposed certain additional covenants and conditions on cer-
tain other real property; and

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WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Supplementary Declaration (Wintergate at Longmead Condominium) aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Supplementary Declaration (Wintergate at Longmead Condominium Cluster) aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Supplementary Declaration (Wintergate at Longmead Condominium Cluster) aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration (Wintergate at Longmead Condominium Cluster) as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 9th day of October, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does

LIBER FILED
10727.418

hereby constitute and appoint said CHARLES S. HOCKENSMITH
its true and lawful attorney-in-fact to acknowledge and
deliver these presents as the act and deed of said PULTE
HOME CORPORATION.

PULTE HOME CORPORATION

By *Charles S. Hockensmith*
Charles S. Hockensmith
President, Potomac Operation
Maryland Division
Attorney in Fact of Pulte Home
Corporation

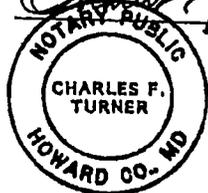
STATE OF MARYLAND

COUNTY OF MONTGOMERY

)
) SS:

I HEREBY CERTIFY that on this 21 day of OCTOBER, 1992,
before me, the subscriber, a Notary Public in and for the
State aforesaid and County of Montgomery personally appeared
CHARLES S. HOCKENSMITH, who is personally known to me to be
the Potomac Operation President of PULTE HOME CORPORATION,
and the person named as attorney-in-fact in the foregoing
Supplementary Declaration, and by virtue of the authority
vested by said instrument, acknowledge the same to be the
act and deed of PULTE HOME CORPORATION and that the same was
executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner
Notary Public


My Commission Expires:

9-11-94

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey
Louis S. Pettey

10727.419

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 9th day of October, 1992 caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP
By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

William C. Estona By: [Signature]
General Partner

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

On this 9th day of October, 1992, before me, a Notary Public, appeared William C. Estona who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

[Signature]
Notary Public

My Commission Expires: 9-13-93

Title Insurer: n/a
Parcel ID No. 13-255-2958488
Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, MD 20904

Longmead Crossing
Limited Partnership
806 W. Diamond Avenue
Gaithersburg, MD 20878

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, Maryland 20910

EXHIBIT "A"

LIBER FULTO
10727-420

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8300
FAX: 301 253-7607

OCTOBER 1, 1992

DESCRIPTION OF
PHASE 18
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (1ST) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying at the southwesterly end of the 17th or "South 42° 24' 03" West, 308.50 feet" line as described in the above-mentioned deed recorded in Liber 10260 at Folio 178; thence running across said property conveyed by said deed with the boundary of Phase 17 of Wintergate at Longmead Condominium the following two (2) courses and distances:

- 1) North 47° 35' 57" West, 107.50 feet; thence
- 2) North 42° 24' 03" East, 74.00 feet to intersect the fourth (4th) or "South 47° 35' 57" East, 157.50 feet" line as described in said deed; thence running with part of said line, in part, and across said property, in part

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut
Massachusetts
Pennsylvania

LIEB FOLIO
10727.421

- 3) South 47° 35' 57" East, 107.50 feet, to intersect the above-mentioned 308.50 feet deed line; thence running with said line
- 4) South 42° 24' 03" West, 74.00 feet to the point of beginning containing 7,955 square feet or 0.18262 of an acre of land subject to conditions of record.

desc\wint18.lmc

16

10818-709

RPROP/DX/PL92
DOCLG1-4
05/11/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Nineteen)

05/11/92-9 4 5:12:9

THIS DECLARATION, made this 5 day of November 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

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2
7

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 5th day of NOVEMBER, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By [Signature]

Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

John 10 385 John 10 21

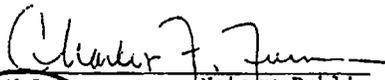
STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

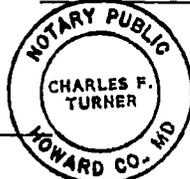
SS:

I HEREBY CERTIFY that on this 5th day of November, 1992, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of ~~Montgomery~~ ^{Howard} personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.


Notary Public



My Commission Expires:

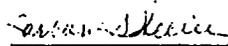
9-11-94

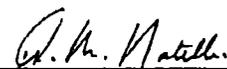
IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 6th day of November, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

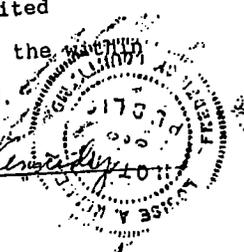

Barbara Sheller (as to AMN)

By: 
A. M. Natelli
General Partner

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 10th day of November, 1992, before me,
a Notary Public, appeared A.M. Natelli
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the
instrument for the purposes therein contained.

Louise A. Kennedy
Notary Public



My Commission Expires:

9-13-93

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey
Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

LIBER FILE III
10218.713

 **Dewberry & Davis**

Architects
Engineers
Planners
Surveyors

301 West Diamond Avenue
Cathetersburg, MD 20878
301 948-8300
Fax 301 258-7007

EXHIBIT A

OCTOBER 1, 1992

**DESCRIPTION OF
PHASE 19
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND**

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing South 70° 11' 29" East, 307.78 feet from the northeasterly end of the "N 59° 42' 32" E 82.81 feet" line of said Parcel E as shown on the above-mentioned Plat, said point also lying on the 17th or "South 42° 24' 03" West, 308.50 feet" line as described in the above-mentioned deed of conveyance, 93.25 feet in a southwesterly direction from the northeasterly end thereof; thence running with part of said line:

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut
Massachusetts
Pennsylvania

LINEER FILE III
10E18.714

- 1) South 42° 24' 03" West, 141.25 feet; thence departing said line and running across said property conveyed by said deed and with the boundary of phase 18 of Wintergate at Longmead Condominium
- 2) North 47° 35' 57" West, 70.00 feet to the southwesterly end of the fifth (5th) or "North 42° 24' 03" East, 141.25 feet" line of said conveyance as described in said deed; thence with said line.
- 3) North 42° 24' 03" East, 141.25 feet; thence again crossing said property and running with the boundary of proposed Phase 20 of Wintergate at Longmead Condominium
- 4) South 47° 35' 57" East, 70.00 feet to the point of beginning containing 9,888 square feet or 0.22699 of an acre of land subject to conditions of record.

desc/wint19.lmc

(6)

10857-118

FPROP/DOC/PL92
COCL61-4
05/11/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Twenty)

THIS DECLARATION, made this 17th day of NOVEMBER, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

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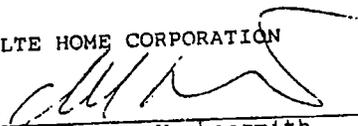
occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 17th day of November, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By 
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation
L-10185 F-021

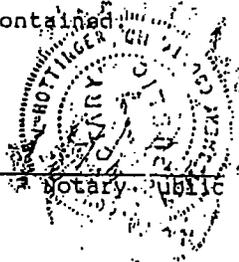
STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

) SS:

I HEREBY CERTIFY that on this 17th day of November, 1992, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.



My Commission Expires:

April 1993

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 6th day of NOVEMBER, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Charles S. Hockensmith

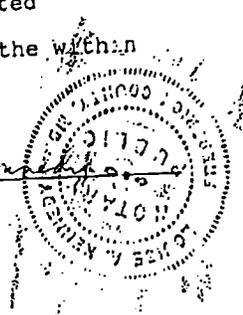
By: Anthony M. Natelli

General Partner
ANTHONY M. NATELLI

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

On this 6th day of November, 1992, before me,
a Notary Public, appeared A. M. Natelli,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

James A. Kennedy
Notary Public



My Commission Expires:

9-13-93

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

 Dewberry & Davis

Architects
Engineers
Planners
Surveyors

301 West Diamond Avenue
Cathoesburg, MD 20678
301 948-8300
Fax: 301 278-1000

EXHIBIT A

OCTOBER 1, 1992

DESCRIPTION OF
PHASE 20
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying at the northeasterly end of the 17th or "South 42° 24' 03" West, 308.50 feet" line as described in the above-mentioned deed of conveyance; thence running with part of said line.

- 1) South 42° 24' 03" West, 93.25 feet; thence running across said property with the boundary of Phase 19 of Wintergate at Longmead Condominium.
- 2) North 47° 35' 57" West, 70.00 feet to the southeasterly end of the sixth (6th) or "North 17° 58' 44" West, 71.32 feet" line as described in said deed of conveyance; thence running with said (6th) line and also the seventh (7th) line as described in said deed the following two (2) courses and distances:

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut
Massachusetts
Pennsylvania

105-111

- 3) North 17° 58' 44" West, 71.32 feet; thence
- 4) North 42° 24' 03" East, 58.00 feet; thence again crossing said property with part of the boundary of phase 15 of Wintergate at Longmead Condominium, in part, and the sixteenth (16th) line of said conveyance, in part,
- 5) South 47° 35' 57" East, 132.00 feet to the point of beginning containing 11216 square feet or 0.25749 of an acre of land subject to conditions of record.

desc/wint20.lmc

 Dewberry & Davis

Animal Trespass (Montgomery County Code, Sec. 5-203(a)(3))

An owner must not allow an animal to enter private property without the property owner's permission.

- Penalty for Violation - \$100

Animal Noise (Montgomery County Code, Sec. 5-203(a)(6))

An owner must not allow an animal to cause noise that is loud enough and persistent enough to disturb another person's quiet enjoyment.

- Penalty for Violation - \$100

Dogs on School Grounds and Recreation Areas (Montgomery County Code, Sec. 5-203(a)(7))

An owner must not allow a dog to be on public school grounds on a day when school is in session, or in a public recreation area during an organized activity, unless the dog is controlled by a leash or similar restraining device. This does not apply if the dog is participating in an activity such as obedience or agility training if the owner or sponsor of the activity has permission from the agency controlling the school or recreation area.

- Penalty for Violation - \$100

Other Animal Public Nuisance Laws:

Female animal in heat (Montgomery County Code, Sec. 5-203(a)(4)) - An owner must not allow a female dog or cat in heat to be outside a building or other secure enclosure that prevents attraction of other animals.

Unsanitary conditions - (Montgomery County Code, Sec. 5-203(a)(5)) - An owner must not allow an animal to cause an unsanitary, dangerous or offensive condition because of the size or number of animals kept in a single location or because a facility is not appropriate for the animal or properly maintained.

Aviaries - (Montgomery County Code, Sec. 5-203(a)(8)) - An owner must not allow a domestic or exotic bird, including a homing pigeon, to be in an aviary within 100 feet of any structure used for human habitation or work. This does not apply to a bird inside the owner's dwelling, in a pet shop, in an agricultural area, or in a market for less than 24 hours for sale for human consumption.

- Penalty for Violation - \$100

Contact Us: Montgomery County Animal Services and Adoption Center
Department of Police, Animal Services Division
7315 Muncaster Mill Rd., Derwood, MD 20855 Telephone: 240.773.5900 Fax: 301.279.1063

Public Disposal of Animals

An owner must not sell trade or give a domestic animal to another person at a place open to the public, except a business licensed to sell animals under Section 5-404.

- Penalty for Violation: \$500

Dangerous Animals (Montgomery County Code, Sec. 5-202)

A person may not possess any wild animal or any animal that has been declared to be dangerous.

An animal is deemed to be dangerous if it has without provocation killed or inflicted severe injury on a person; if it poses a physical threat to humans because of specific training or demonstrated behavior; or if its bite is poisonous.

An animal is deemed to be potentially dangerous if it has inflicted a bite on a person either on public or private real property or has killed or inflicted severe injury to a domestic animal when not on the owner's property or has attacked without provocation. An animal which has been declared to be potentially dangerous and subsequently engages in one of these behaviors again will then be deemed to be dangerous. Animals which have been declared dangerous or potentially dangerous by other jurisdictions must be removed from Montgomery County unless the Division Director waives the requirement and imposes restrictions for the animal to remain in the County.

Animals which have been deemed to be dangerous must be kept confined in a secure enclosure to prevent direct contact with humans or other animals, and must be leashed and muzzled, and under the control of a person at least 18 years old who is physically able to restrain the animal any time it is removed from the owner's property. An animal which has been declared to be vicious or dangerous by the Director or the Animal Matters Hearing Board may have additional restrictions imposed.

- Penalty for failing to keep a dangerous animal confined — \$500 - \$2500 and/or impoundment of the animal.

Vaccination and licensing requirements (Montgomery County Code, Sec. 5-203(a)(9))

All dogs and cats 4 months of age or older must have a current rabies vaccination and a County license. The rabies tag provided by your veterinarian is NOT a County license — the license must be purchased separately.

- Penalty for Violation of vaccination laws - \$500
- Penalty for Violation of licensing laws - \$100

Animal Defecation ("pooper scooper" law) (Montgomery County Code, Sec. 5-203(a)(2))

An owner must not allow an animal to damage or defecate on property outside of the owner's property. An animal may defecate on public property or the common area of property in which the owner shares an interest if the owner immediately removes and disposes of the feces by a sanitary method approved by the Director. Feces may be picked up in a plastic bag. If this bag is placed inside another plastic bag, it may be put out for disposal in your normal household trash.

- Penalty for Violation - \$100

Animal Control and Anti-Cruelty Laws

Cruelty to Animals (Montgomery County Code, Sec. 5-201)

Any person who (1) overdrives, overloads, deprives of necessary sustenance, tortures, torments, or cruelly beats; or (2) causes, procures, or authorizes such acts; or (3) having the charge or custody of an animal, either as owner or otherwise, inflicts unnecessary suffering or pain upon the animal, or unnecessarily fails to provide the animal with nutritious feed in sufficient quantity, necessary veterinary care, proper drink, air, space shelter or protection from the weather; or (4) uses or permits to be used any bird, fowl, or cock for the purposes of fighting with any other animal, which is commonly known as cockfighting, is guilty of cruelty.

Any person who (1) intentionally mutilates or cruelly kills an animal, or causes, procures, or authorizes the cruel killing or intentional mutilation of an animal; or (2) uses or permits a dog to be used in or arranges or conducts a dogfight is guilty of cruelty.

Customary and normal veterinary and agricultural husbandry practices including but not limited to dehorning, castration, docking tails and limit feeding, are not covered by the provisions of this section. In the case of activities in which physical pain may be unavoidably caused to animals, such as food processing, pest elimination, animal training, and hunting, cruelty shall mean a failure to employ the most humane method reasonably available.

The Division recommends that all dogs be kept inside as household pets, but owners who choose to keep their dogs outside must meet certain standards of care.

- Penalty for Violation: \$500. Criminal charges may also be filed, which carry a penalty of up to \$1,000, up to 3 Years in jail, or both.

At Large

Any dog is at large if it is outside the owner's premises and not leashed, unless it is a service dog, is in a dog exercise area designated by the Maryland National Capital Park and Planning Commission, or is participating in an approved activity.

Any other animal (i.e., cat or livestock animal) is at large if it is outside the owner's premises and not leashed or immediately responsive to verbal or non-verbal direction.

The common area of a homeowner's association, condominium or cooperative is not the owner's premises.

- Penalty for Violation: \$100 for first offense, \$500 for each subsequent violation.

Unwanted Contact

The pet owner must prevent unwelcome or unsolicited threatening physical contact or close proximity to a person or a domestic animal that occurs outside the owner's property that may cause alarm in a reasonable person, such as biting, chasing, tracking, inhibiting movement, or jumping.

- Penalty for Violation: \$500

Yard Trim

Recycling is the Law.

**Executive Regulation 15-04AM
requires recycling of
Yard Trim.**

Does recycling yard trim make a difference?

Recycling of yard trim and Christmas trees is required under Montgomery County Executive Regulation (ER) 15-04AM. Recycling yard trim helps our environment. Recycling yard trim prevents erosion, slows runoff from rain and melting snow, and traps sediments and chemicals before they enter our streams and waterways, thus reducing pollution.

What other items can be recycled besides leaves, grass, and brush?

After the holiday season is over, the County collects **Christmas trees** from single-family homes for recycling into high-quality mulch. Collection begins in late December and continues until early February. Residents of apartments or condominiums and businesses should check with their property manager or business for specific recycling instructions for Christmas trees.

Why should we grasscycle?

With the increasing amount of yard waste being collected by the County, it is becoming more and more difficult to process yard waste at local facilities. Excess yard waste has to be shipped to other facilities, costing the County more money. Recycling your yard trim at home and work will not only benefit you by saving money on fertilizers but it will also benefit the County by saving money on transportation fees and other costs associated with processing these materials.

Help Reduce Waste

Grasscycling - Grasscycling is a means of fertilizing your property by leaving grass clippings cut during the mowing process on the lawn. Using a mulching mower can simplify this process. When a lawn is properly cut (i.e. no shorter than one-third of the blade when mowing), the grass clippings are virtually undetectable and return to the lawn keeping it green and healthy without the need for chemicals.

Composting - Composting is an easy process of turning leaves and grass into a nutrient-filled soil conditioner. Simply pile leaves and grass clippings (any time of the year) in a designated location or in a compost bin, making certain to turn, fluff, and aerate the compost pile occasionally. To avoid odors, mix in straw or wood chips. When the compost is dark brown-black, crumbly and sweet smelling, it is ready to spread over your lawn and/or garden.

How can I get a compost bin? - Visit our Web site at www.montgomerycountymd.gov/recycling for a list of locations where Montgomery County residents and businesses can get a compost bin at no cost.

Close the Loop

Just like buying recycled paper or steel products, there are a variety of recycled yard trim products available at gardening supply stores in your area. Yard trim collected by the County is brought to a local composting facility, processed, and resold as soil conditioner for lawns and gardens. Look for "LeafGro" and "ComPro" at participating Maryland retailers.



How do I know if I am buying products made from recycled materials and where do I find them?

Look for the "made with recycled-content" symbol . When it is on a package, you can be sure that the product is made with recycled materials. Recycled products are available from many sources including grocery, department, and hardware stores, so it is not necessary to shop at a specialty store to find them.



For more information, contact:
Montgomery County, Maryland • Division of Solid Waste Services
101 Monroe Street, Sixth Floor • Rockville, MD 20850
Phone: 240-777-6400 • Fax: 240-777-6465
E-mail: recycle@montgomerycountymd.gov
Web Site: www.montgomerycountymd.gov/recycling



Yard Trim



What is yard trim?

Primarily found outside on your property, yard trim consists of leaves, grass, brush, and other garden trimmings. Other items found within residences and businesses that can also be considered yard trim are flowers, greenery, and Christmas trees.

How do you recycle this product?

Residents of Single-Family Homes:

All grass, leaves, garden trimmings, and brush are recyclable.

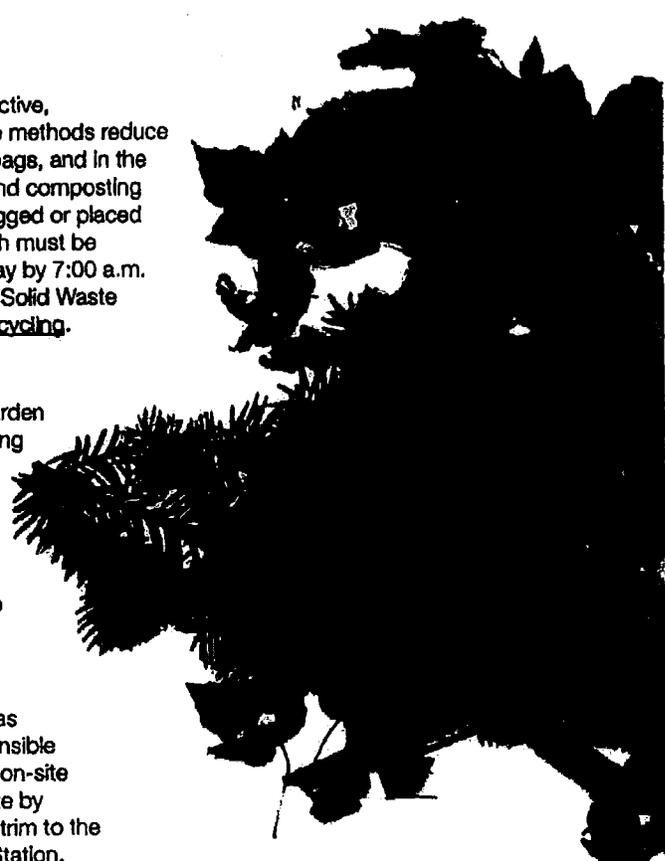
Grasscycling and composting are easy and the most cost-effective, time-reducing, value-added ways to recycle your yard trim. These methods reduce the time required to bag grass and leaves, and money spent on bags, and in the end, will give your lawn a healthier look and feel. If grasscycling and composting are not available options, yard trim must be properly bundled, bagged or placed in a reusable container (such as a plastic or metal container, which must be appropriately labeled) at curbside on your designated recycling day by 7:00 a.m. For proper bundling and bagging procedures, visit the Division of Solid Waste Services (DSWS) Web site at www.montgomerycountymd.gov/recycling.

Multi-Family Properties:

Property managers are responsible for recycling grass, leaves, garden trimmings, and brush collected on-site. Work with your landscaping contractor or on-site staff to ensure that these items are properly recycled by grasscycling or composting. Property managers are also responsible for providing on-site recycling service for their residents' Christmas trees. Call your property management office for details. Multi-Family properties may self-haul their yard trim to the Yard Trim area at the Montgomery County Solid Waste Transfer Station.

Businesses:

Owners and managers of small, medium, and large businesses, as well as property owners of commercial properties, are also responsible for recycling yard trim. Work with your landscaping contractor or on-site staff to ensure that these items are being properly recycled on-site by grasscycling or composting. Businesses may self-haul their yard trim to the Yard Trim area at the Montgomery County Solid Waste Transfer Station.



Follow these rules when recycling this material:



Try Grasscycling or Composting Instead



Use Reusable Containers Clearly Labeled for Yard Trim



Each Container, Bundle, or Bag CANNOT exceed 45 lbs.



Use Paper Bags or Bundle & Tie with Twine



No Plastic Bags



Remove All Decorations, Garland, and Lights from Christmas Trees

Scrap Metal

Recycling is the Law.

**Executive Regulation 15-04AM
requires recycling of
Scrap Metal.**

Are there any scrap metal items that can't be recycled?

Montgomery County does not accept vehicles, automotive parts, paint cans, and/or any metal item(s) with its contents under pressure, such as oxygen or propane tanks.

How does recycling scrap metal help the environment?

Recycling scrap metal helps prevent air and water pollution and saves precious natural resources and energy.

Where is the County Solid Waste Transfer Station and what is the process for scrap metal recycling?

The Montgomery County Solid Waste Transfer Station is located at 16101 Frederick Road, Derwood, MD 20855.

Residents and businesses in Montgomery County who self-haul, can bring scrap metal items for recycling at no cost from Monday through Saturday, 7:00 a.m. to 5:00 p.m.

Special note for Multi-Family Properties and Businesses:

Ensure that any on-site construction/demolition project includes provisions for recycling of scrap metal items such as wiring, rebar, piping, metal fencing, etc. Call the Division of Solid Waste Services for information.

Help Reduce Waste

Besides recycling old, unused, and/or unwanted scrap metal items, consider donating these to a worthy cause. For example: donate your bicycle and/or automobile to a charitable organization.

Close the Loop

Scrap metal can be recycled and made into a wide variety of new products for use in your home or in your office. Some of these products include new appliances, automobiles, bed frames, cooking pots, office equipment, furniture, electrical wiring, locks, door knobs, file cabinets, metal shelving, and tools.



Office Products
& Supplies



Construction
Materials & Tools



Indoor & Outdoor
Furniture

How do I know if I am buying products made from recycled materials and where do I find them?

Look for the "made with recycled-content" symbol . When it is on a package, you can be sure that the product is made with recycled materials. Recycled products are available from many sources including grocery, department, and hardware stores, so it is not necessary to shop at a specialty store to find them.



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Web Site: www.montgomerycountymd.gov/recycling



Scrap Metal



What is considered scrap metal?

Any non-ferrous or ferrous item that is predominantly metal is considered scrap metal. Ferrous items are metals made of iron and/or steel. Non-ferrous items include all metal items that are not iron or steel, such as aluminum, copper, lead, zinc, nickel, titanium, cobalt, chromium, and other precious metals.

What types of scrap metal can be recycled?

If you live in a single-family home or in an apartment or condominium, old, unused and/or unwanted appliances including washers, dryers, refrigerators, and sinks can be recycled; other items include lawnmowers, cabinets, doors, metal shelving, metal sheds, old tools (such as wrenches), aluminum lawn chairs, iron furniture, swing sets, or old toys. Metal piping and fences are also recyclable.

Some scrap metal items that can be found at your workplace that are recyclable include: metal waste baskets, filing cabinets, metal staplers, metal hole punches, desks, and chairs.

How do you recycle this product?

Residents of Single-Family Homes:

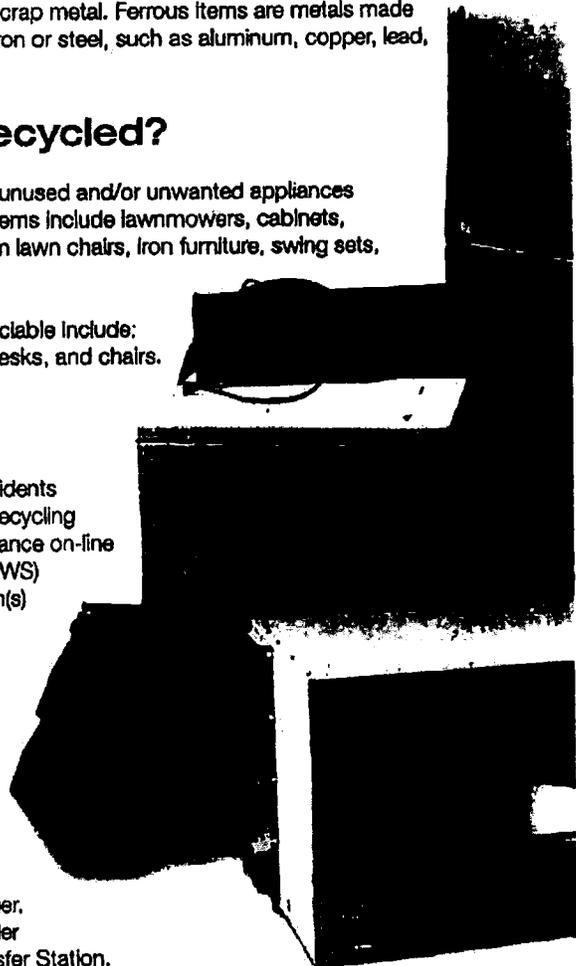
Montgomery County offers a scrap metal recycling collection program to residents of single-family homes. Curbside scrap metal collections are made on your recycling day by a special truck. These collections must be scheduled one-day in advance on-line at the County Web site or by calling the Division of Solid Waste Services (DSWS) Customer Service Line at 240-777-6410. Then, simply place your metal item(s) at curbside by 7:00 a.m. on your scheduled recycling pick-up day.

Multi-Family Properties:

Check with your property manager for the location of any on-site scrap metal recycling containers or for any specific recycling procedures. Multi-Family properties may contract with private scrap metal dealers for collection or may self-haul scrap metal to the Montgomery County Solid Waste Transfer Station.

Businesses:

Check with your recycling coordinator, facility manager, or property manager. Businesses may contract collection service with a private scrap metal dealer or may self-haul scrap metal to the Montgomery County Solid Waste Transfer Station.



Follow these rules when recycling this material:



Items Must be less than
8 Feet Long for
Single-Family Collection



Doors Must be
Removed from
Refrigerators/Freezers



No Vehicles,
Automotive Parts or
Engine Blocks



No Rust
No Concrete



No Paint Cans



No Propane/Oxygen
Tanks or Other
Pressurized Containers

Mixed Paper. Recycle More Now.

Recycling is the Law.

**Executive Regulation 15-04AM
requires recycling of
Mixed Paper.**

How can I safely recycle my confidential business documents and personal mail especially bank or credit card statements?

Shredding these documents before recycling them is an easy way to prevent identity theft and make sure confidential business or personal information is not disclosed. Shredded paper may be placed directly in recycling bins labeled for mixed paper in your office, or at your apartment or condominium, and in your blue wheeled cart at home. Please place shredded paper in paper bags instead of plastic bags to prevent shredded paper from blowing around causing litter and to ensure no contamination of paper for recycling.

What types of paper cannot be recycled?

Any item(s) including carbon paper, paper or cardboard contaminated by paint, food, chemicals, kitty litter, etc., and paper towels, napkins, and/or tissues cannot be recycled. Plastic bags and packing material such as Styrofoam™/polystyrene should not be placed in your mixed paper recycling bin.

What should I do if I don't have a mixed paper recycling container?

If you live in a single-family home, please visit montgomerycountymd.gov/recycling or call (240) 777-6410 and order a wheeled cart, which will be delivered to your home. Residents of apartments and condominiums should check with their property manager. For your workplace, check with your supervisor or your property manager. Businesses can order desk-side recycling bins by calling the Division of Solid Waste Services (DSWS) at (240) 777-6437.

Did you know?

Recycling one ton of paper saves 17 trees. Recycle more now.



For more information, contact:
Montgomery County, Maryland • Division of Solid Waste Services
101 Monroe Street, Sixth Floor • Rockville, Maryland 20850
Web Site: www.montgomerycountymd.gov/recycling
Phone: 240-777-6480 • Fax: 240-777-6465

This information is available in an alternate format by calling Alan Pultyniewicz at 240-777-6480.

♻️ Printed on Recycled and Recyclable Paper

Help Reduce Waste

Reducing the amount of paper generated by residents and businesses is easy. Check if the product can be used again before discarding it. For example; instead of throwing away office paper that is only used on one side, flip it over and use the other side to print on. Use interoffice envelopes or reuse padded ones as appropriate. You can even reuse wrapping paper or use newspapers to wrap gifts. Reusing cardboard boxes for storage or mailing is another quick way to reduce waste and preserve resources. Doing these simple things will help reduce the amount of paper generated and also save you money. Another option is to buy products that do not have excess packaging. Also, buy items in bulk to reduce the amount of materials that must be disposed.

Close the Loop—Buy Recycled

There are plenty of recycled paper products you can purchase to help close the recycling loop. Many local grocery, office supply and hardware stores sell recycled paper products such as envelopes, computer paper, tablets, etc. Also, building materials such as counter tops can be made with recycled paper as well.



Office Paper
and Supplies



Paper Towels, Tissues
and Toilet Paper

How do I know if I am buying products made from recycled materials and where do I find them?

Look for the "made with recycled-content" symbol ♻️. When it is on a package, you can be sure that the product is made with recycled materials. Recycled products are available from many sources including grocery, department, and hardware stores, so it is not necessary to shop at a specialty store to find them.



Montgomery County, Maryland • Recycling FACT SHEET

Mixed Paper



What types of paper can be recycled?

All clean and dry paper can be recycled including corrugated cardboard boxes, newspapers and inserts, magazines, cereal and other boxes (boxboard), telephone books, white and colored computer and office paper, paperback and hardcover books, greeting cards, wrapping paper and gift bags, envelopes and unwanted mail, catalogs, shredded paper, and coated paper items such as milk and juice cartons, juice/drink boxes, fruit and produce boxes and frozen food boxes. Please keep all paper items separate from glass, plastic, metal and aluminum cans, bottles, jars, containers, etc. when recycling.

How do you recycle this material?

Residents of Single-Family Homes:

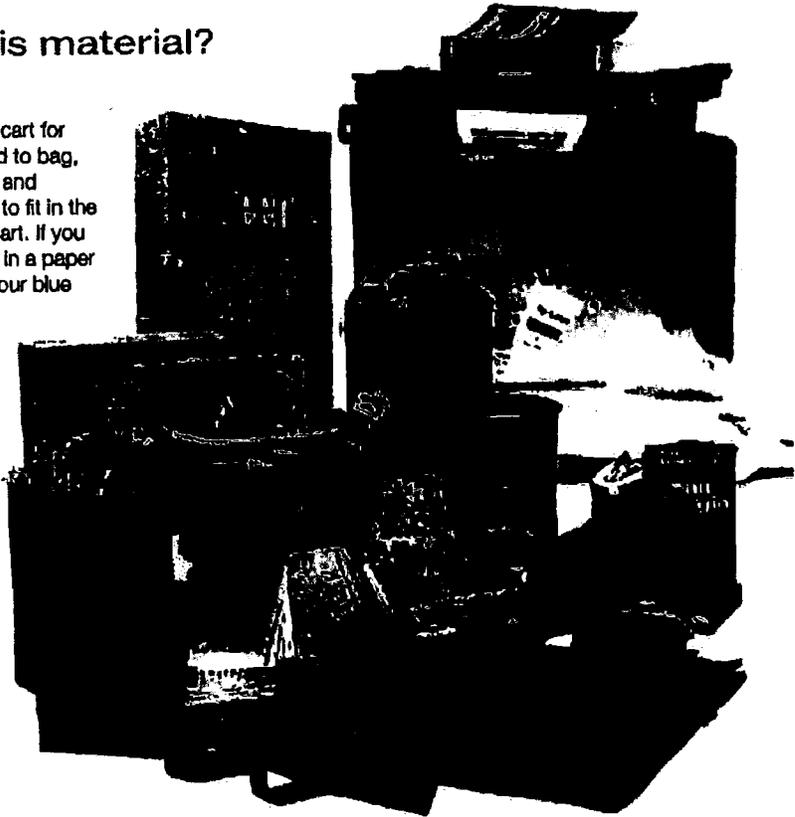
The County has provided a 64-gallon wheeled cart for your convenience. This cart eliminates the need to bag, tie, flatten, or cut boxes. Place all mixed paper and cardboard into this cart, or if a box is too large to fit in the cart simply place it on the ground next to the cart. If you don't have a wheeled cart, put all mixed paper in a paper bag or bundle it with twine and place next to your blue bin at curbside for pick-up.

Multi-Family Properties:

Place mixed paper in recycling containers labeled **mixed paper**. Recycling containers are often located near outdoor trash containers on your property, in a common area in your building, or in your trash room. Check with your property manager if you have any questions.

Businesses:

All mixed paper can be placed in appropriate recycling containers labeled **mixed paper** that are provided by your business or property manager. Some businesses may separate paper by type, so be sure to follow the instructions provided by your business.



Follow these rules when recycling this material:



Shred and Recycle Confidential Papers



All Clean and Dry Paper is Recyclable



No Napkins, Paper Towels, or Tissues



No Plastic Packaging, Plastic Wrap or Styrofoam*



No Plastic Bags



No Contaminated Paper or Cardboard*

* Contaminants include food, paint, chemicals, kitty litter, etc.

Aluminum & Bi-Metal Cans and Products

Recycling is the Law.

**Executive Regulation 15-04AM
requires recycling of
Aluminum & Bi-Metal Cans and Products.**

What kind of aluminum products can I recycle? Do I have to do anything with them before I put them in the recycling bin?

All aluminum cans and aluminum foil products can be put in your commingled recycling bin. DO NOT crush aluminum cans. All cans should be rinsed. Make sure all aluminum foil is rinsed and free of any food.

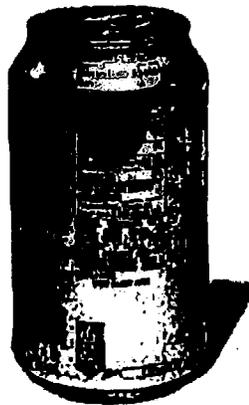
What other kinds of metal cans are recyclable?

All steel and tin food, beverage, and pet food containers can also be put in your commingled recycling bin. There is no need to remove the labels before recycling. Be sure to rinse these containers. If the metal lid becomes detached, please dispose of it in the trash.

Did you know?

Recycling one aluminum can saves enough energy to power a television set for 3 hours?

Recycling aluminum uses 95 percent less energy to make a new can than using virgin materials.



Help Reduce Waste

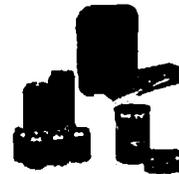
One way to reduce waste is to buy in bulk. Purchase larger size containers instead of single-use containers. Buy products that are packaged in materials that can be recycled in Montgomery County.

Close the Loop

Be sure to buy products made with recycled materials. Most of the recycled aluminum cans are used to make new aluminum cans, but some are used to create folk art and jewelry. Recycled steel/tin cans are used to make new cans for food and pet food products. Steel materials are also used to make a variety of new steel products including bicycle frames, ladders, shelving, indoor/outdoor furniture, file cabinets, and auto parts.



Office Products
& Supplies



Food & Beverage
Containers

How do I know if I am buying products made from recycled materials and where do I find them?

Look for the "made with recycled-content" symbol ♻️. When it is on a package, you can be sure that the product is made with recycled materials. Recycled products are available from many sources including grocery, department, and hardware stores, so it is not necessary to shop at a specialty store to find them.



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Web Site: www.montgomerycountymd.gov/recycling



Montgomery County, Maryland • Recycling FACT SHEET

Aluminum & Bi-Metal Cans and Products



What types of materials may be recycled?

Aluminum and bi-metal (steel/tin) containers of all shapes and sizes can be recycled. All metal food, beverage and pet food cans, aluminum cans, foil, pie plates, food trays, and tins from cookies, fruit cakes, popcorn, and similar items are recyclable. For information about larger metal items, see our recycling fact sheet on *Scrap Metal*.

How do you recycle this product?

Residents of Single-Family Homes:

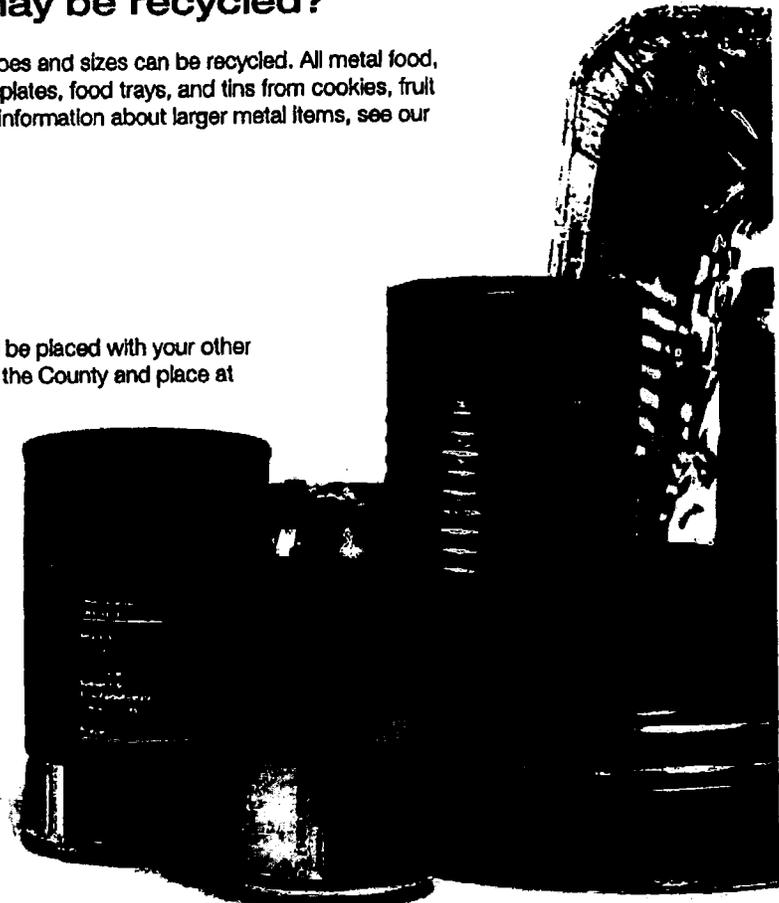
Aluminum and bi-metal cans and foil products should be placed with your other **commingled materials** in your blue bin provided by the County and place at curbside for pick-up.

Multi-Family Properties:

Place these recyclables in containers labeled **commingled materials**. Recycling containers are often located near outdoor trash containers on your property, or in a common area in your building. Check with your property manager if you have any questions.

Businesses:

Place these materials in either individually labeled recycling containers or in recycling containers labeled **commingled materials** provided by your business or property manager.



Follow these rules when recycling this material:



DO NOT Crush Aluminum Cans



Labels **OK**



Empty and Rinse



If Lid is Detached, Dispose of Lid in Trash



No Plastic Bags



No Aerosol Cans

Recycle The Following Items At The Montgomery County Transfer Station:

Recicle los siguientes artículos en la Estación de Transferencia del Condado de Montgomery:

在蒙哥馬利郡轉移站回收下列物品：

16101/16105 Frederick Road, Derwood

Scrap Metal

Washers, dryers, refrigerators, air conditioners, dishwashers, sinks, stoves, freezers, furnaces, hot water heaters, trash compactors, iron furniture, doors, cabinets, humidifiers/dehumidifiers, bikes, swing sets, aluminum lawn chairs, shower stalls and disassembled metal sheds.

If you live in a single-family home, call 311 by 11 a.m. the business day before your normal recycling collection day to schedule a collection for large scrap metal items.

Tires

Vehicle tires (no more than four).

Textiles

Clothing, drapes, towels, shoes, sheets, handbags and cloth measuring at least 15" x 15".

Antifreeze

Antifreeze drained from your car, truck, RV or boat. (5 gallon limit).

Motor Oil

Used motor oil from cars, trucks, boats, lawn mowers, RVs or motorcycles. (5 gallon limit).

Batteries

(Automotive/Lead Acid)

Lead acid from cars, trucks and RVs.

Construction Materials

Doors, fencing/lumber, sheds, drywall, flooring, carpeting, kitchen cabinets, hardware, toilets, bathtubs, cinder blocks and sinks.

Computers

Old or unwanted processing units, hard drives, monitors, keyboards, printers and copiers, wires and power cords, scanners, software, etc.

Televisions

All types of television sets (up to three).

Electronic Items

CD and DVD players, stereos and speakers, VCR players, camcorders, fax machines, cell phones, telephones, calculators, PDA's, projection equipment, copiers, scanners, digital cameras, electronic toys, and electronic typewriters.

Chatarra

Lavadoras, secadoras, refrigeradores, acondicionadores de aire, lavaplatos, fregaderos, estufas, congeladores, hornos, calentadores de agua, compactadores de desperdicios, muebles de hierro, puertas, gabinetes, humidificadores/deshumidificadores, bibibletas, juegos de columpios, sillas de aluminio para el jardín, compartimentos de duchas, y corbentizos de metal desmontados.

Si vive en una casa o Townhouse, llame al 311 para programar su recolección de chatarra.

Llantas

Llantas de vehículos (no más de cuatro).

Textiles

Ropa, cortinas, toallas, zapatos, sábanas, carteras y pedazos de tela con medidas de al menos 15" x 15".

Anticongelante

Anticongelante drenado de su auto, camión, vehículo de recreación o bote. (Límite de 5 galones).

Aceite de motor

Aceite de motor usado de autos, camiones, botes, cortadoras de césped, vehículos de recreación o motocicletas. (Límite de 5 galones).

Baterías

(Autos/ácido de plomo)

Ácido de plomo de automóviles, camiones o vehículos de recreación.

Materiales de construcción

Puertas, varjas/madera, cobertizos, planchas de madera o yeso, pisos, alfombras, gabinetes de cocina, material de ferretería, inodoros, bañeras, ladrillos de ceniza y fregaderos.

Computadoras

Unidades de procesamiento antiguas o no deseadas, discos duros, pantallas, teclados, impresoras y copiladoras, alambres y cordones eléctricos, escáners, software, etc.

Televisores

Toda clase de televisores (hasta tres).

Artículos Electrónicos

Tocadoras de discos compactos y DVD, equipos de sonido y parlantes, videocaseteras, videocámaras, fax, teléfonos celulares, teléfonos, calculadoras, agendas electrónicas, fotocopiadoras, proyectores, cámaras digitales, juguetes eléctricos, y maquinas de escribir eléctricas.

廢舊金屬

洗衣機、烘乾機、電冰箱、空調機、洗碗機、洗滌槽、電爐、冷凍箱、火爐、熱水器、廢物壓縮機、鐵製傢俱、門、櫃檯、加濕器/去濕機、腳踏車、鞦韆、鋁製草地椅、淋浴設備和拆卸的金屬棚。如果您住在單一家庭住宅，請致電311以便安排收集大型廢金屬物品。通話後，請把廢金屬物品放在路邊。

輪胎

汽車輪胎 (不超過四個)。

紡織品

衣物、窗簾、浴巾、鞋子、被單、手提包和至少 15 英寸 X 15 英寸大的布料。

防凍劑

從轎車、卡車、旅行車或汽船上排出的防凍劑。(最多 5 加侖)。

機油

轎車、卡車、汽船、割草機、旅行車或電動腳踏車使用過的機油。(最多 5 加侖)。

電池

(汽車/鉛酸電池)

轎車、卡車和旅行車使用過的鉛酸電池。

建築材料

門、籬笆/木料、柵子、清水牆、地板、地毯、廚房內小櫥櫃、五金製品、馬桶、浴缸、空心磚和洗滌槽。

電腦

舊的或不想要的處理器、硬盤、顯示器、鍵盤、打印機和復印機、電腦線和電線、掃描機、軟件等。

電視機

任何樣式的電視機 (最多三台)

電子產品

CD 和 DVD 光碟播放機、音響和喇叭、VCR 放映機、攝影機、傳真機、手機、電話、計算機掌上型記事機、放映設備、影印機、掃描機、數位相機、電子玩具和電動打字機。

Where: Cars—Use Route 355 entrance **Open:** Monday thru Friday 7:00 a.m.—8:00 p.m., Saturday 7:00 a.m.—5:00 p.m., Sunday 9:00 a.m.—5:00 p.m.
Dónde: Autos—Use la entrada de la Ruta 355 **Abierto:** De Lunes a Viernes: 7:00 a.m.—8:00 p.m., Sábados: 7:00 a.m.—5:00 p.m., Domingos 9:00 a.m.—5:00 p.m.

地點：轎車—使用355號公路入口 時間：星期一至星期五早上七點至晚上八點，星期六早上七點至晚上五點，星期日早上九點至晚上五點。

RECYCLING BASICS

RECYCLE MORE NOW!



GLASS JARS & BOTTLES

Unbroken glass jars and bottles only. No other kind of glass like beer bottles, but remove the cap from the bottle or jar first. Rinse and leave to drain.



PLASTIC BOTTLES & CONTAINERS

Only milk jugs, pop bottles, food containers, and detergent containers completely recyclable. Other containers like ketchup, salad dressing, and baby food are not recyclable. Clean, empty, and dry caps, tubs, and lids may also be recycled. Containers and caps filled with liquid are not recyclable.

Empty and rinse containers. Labels are OK. Lids and caps can be recycled, but remove these from bottles or containers first. No plastic wrap/bags or Styrofoam/polystyrene.

NO PLASTIC BAGS!

Plastic bags are recycled almost everywhere.



YARD WASTE

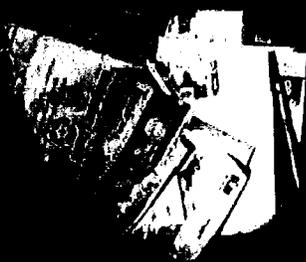
When you cut grass, do compost and/or mulch bag or any yard trimmings. Each can be bundled. Always label contents of yard trimmings. No plastic bags or yard trimmings!



CANS & FOIL PRODUCTS

Aluminum and tin metal (steel/tin) food and beverage cans. Aluminum foil products and empty non-aerated beverage cans.

Rinse cans and wipe off attached lids and dry. No aerosol cans that contain flammable or toxic products.



MIXED PAPER AND CARDBOARD

Cardboard boxes, newspapers, magazines, food and paper bags, paper, unwanted mail, old paper, milk, detergent, paper, paper bags, paper, and products and bottles and paper bags.

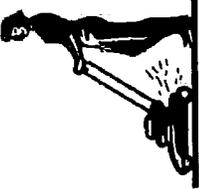
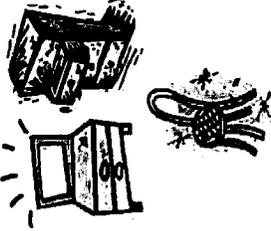
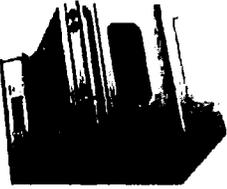
Place paper in blue wheel cart, cardboard boxes in paper bags or bundle with twine and place next to or on top of recycling bin. Please do not place paper in plastic bags. Keep mixed paper items separate from glass, plastic, metal, and aluminum items when placing them out for recycling collection.



DIVISION OF SOLID WASTE SERVICES (SUMMER 2012)
 Visit our website at www.montgomerycountymd.gov/recycling
 or call 3-1-1 for more information about:

RECYCLING AT YOUR HOME, APARTMENT OR CONDO, AND FOR SPECIAL COLLECTION PICK-UPS
 MONTGOMERY COUNTY'S RECYCLING GOALS: RECYCLE 70% BY 2020!
 This information is available in multiple formats by calling
 Alan Polymere at 202-777-6480.

LONGMEAD CROSSING TRASH AND RECYCLING

TRASH	RECYCLING	YARD WASTE	BULK TRASH - NOT METAL	BULK TRASH - METAL
 <p>Collected on WEDNESDAY AND SATURDAY</p> <p><u>If using TRASH CANS</u></p> <ul style="list-style-type: none"> ✓ Preferred method ✓ Trash cans should be tightly closed with a lid. ✓ Trash cans may be put out no earlier than sunset on the night before pick-up. <p><u>If using TRASH BAGS</u></p> <ul style="list-style-type: none"> ✓ Must be opaque (not see-through), tightly closed trash bags. Do not use plastic grocery bags or boxes. ✓ Trash bags may be put out no earlier than <u>6:00 a.m.</u> on pick-up day. <p>Trash cans <u>should</u> be stored where they cannot be seen from the street on non-collection days.</p> <p>If your trash is missed, call Potomac Disposal at 301-294-9700.</p>	 <p>Collected on TUESDAY</p> <p>Should be put out no earlier than sunset on the night before pick-up.</p> <p>Cans and bottles should go in your blue bin.</p> <p>Paper should go in a paper bag or recycling toter. Do not use plastic bags.</p> <p>Recycle bins <u>should</u> be stored where they cannot be seen from the street on non-collection days.</p> <p>Missed pick-ups should be reported to Montgomery County Recycling at 311 (240-777-0311).</p>	 <p>Collected on TUESDAY</p> <p>Should be put out no earlier than sunset on the night before pick-up.</p> <p>Grass clippings and leaves should go in paper bags. <u>Please do not use plastic bags.</u></p> <p>Tree/shrub limbs should be bundled with string. Each bundle should be no more than 12" x 36".</p> <p>If your recycling is tagged with an orange sticker, remove it from the common area and properly package it.</p> <p>If your yard waste is missed, call Montgomery County Recycling at 311 (240-777-0311).</p>	 <p>Will be collected FOR FREE</p> <p>To arrange for collection, contact Potomac Disposal at www.potomacdisposal.com/bulk-pickup.</p> <p>Make arrangements with Potomac Disposal <u>before</u> putting your items at the curb.</p> <p>Put your items out <u>the day before collection.</u></p> <p>As a courtesy to your neighbors and to keep the community clean, please do not put your bulk trash out early.</p>	 <p>Will be collected FOR FREE</p> <p>To arrange for collection, call Montgomery County Recycling at 311 (240-777-0311) or submit an online request at: www.montgomerycountymd.gov/sws/programs</p> <p>Make arrangements for collection <u>before</u> putting your items at the curb.</p> <p>Put your items out <u>the day before collection.</u></p> <p>As a courtesy to your neighbors and to keep the community clean, please do not put your metal recycling out early.</p>

These procedures have been adopted pursuant to the authority granted to the Board of Directors by Article V, Section 3, paragraphs (a) and (d) of the By-Laws for the Longmead Crossing Community Services Association, Inc. ("Association").

Adopted by the Board of Directors this 21st day of June, 2016.

/s/ Doreene Kozek
Board Secretary

June 21, 2016
Date

3. Trash may be placed out for collection in either a rigid, tightly closed vermin-proof container(s) or opaque, tightly closed trash bags. Trash may not be placed in open bags, plastic or paper grocery bags, thin plastic trash bags, boxes, or open containers.
4. Trash must be placed at the curb in front of your home for trash collection. If your home is offset from the main street, trash should be placed at the curb closest to the front of your home.
5. **Rigid tightly closed containers** which are placed by the front curb should be placed out for collection no earlier than dusk on the evening prior to trash collection day (i.e. Tuesday or Friday evening after dusk). **Opaque, tightly closed trash bags** may be placed by the front curb for collection no earlier than 6:00 a.m. on the day of collection.
6. Recycling must be properly packaged as described above and placed at the curb by no earlier than dusk on the evening prior to recycling collection (i.e. Monday evening).
7. All trash cans, recycling bins and totes must be removed from the curb and hidden from view no later than midnight on the day of collection. Because the duplex units have no back yards, trash cans should be stored as inconspicuously as possible.

III. ENFORCEMENT PROCEDURES

1. The Board of Directors may hire a contractor to open and/or inspect any trash left on the common area for the purpose of identifying the party responsible for the trash.
2. **The Association may remove and dispose of trash, recycling and/or trash or recycling containers that are stored or placed out for collection in violation of these procedures. Homeowners will be charged the actual cost of doing so if they are found to be in violation of the above procedures.**
3. The homeowner may appeal the levying of such charge to the Board of Directors. To do so, a written appeal must be forwarded to "Board of Directors, Longmead Crossing Community Services Association" at the address listed above within fifteen (15) days of the date of the assessment notice.
4. The homeowner will be notified of the date their appeal will be heard in front of the Board of Directors. The Board will conduct a hearing as part of the business of the next regularly scheduled meeting following receipt of the appeal notice, but only after fifteen (15) days' notice has been provided to the homeowner. The homeowner may bring with him any documentation or witnesses relevant to this matter. The hearing may be conducted in the homeowner's absence.
5. If the Board of Directors upholds the charge, the homeowner must pay this charge within fifteen (15) days of the date of the appeal. Unpaid charges will be added to the homeowner's account and will be subject to collection action.
6. Homeowners will be responsible for the actions of their tenants and guests.

LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION

20440 Century Boulevard, Suite 100

Germantown, Maryland 20874

www.LongmeadCrossing.org

Phone: (301) 948-6666 E-mail: TMGAInc@TMGAInc.com

TRASH COLLECTION PROCEDURES

In order to avoid a litter and rodent problem in Longmead Crossing and to keep the neighborhood clean and beautiful, the Board of Directors has prepared these rules regarding storing your trash and recycling and setting it out for collection.

Because trash and litter can result in health, safety and maintenance problems for the community and your neighbors, you may be charged for any costs resulting from residents or guests of your home not following these rules. Please take the time to read and understand them.

I. STORING YOUR TRASH AND RECYCLING

1. Ideally, trash and recycling should be stored inside your home and garage. However, trash cans, recycling bins and paper yard waste bags may be stored outside your home or garage as long as they cannot be seen from the street or neighboring homes.
2. Trash that is outside your home must be stored at all times in a rigid, tightly closed vermin-proof container. Trash cans without lids, overflowing trash cans, trash bags placed outside of tightly covered trash cans and trash placed in other containers such as cardboard boxes are all examples of how trash should not be stored.
3. Because newspapers, yard waste (grass clippings and leaves) and cardboard are all ideal nesting places for rats, these items must be properly packaged and stored until they are collected by Montgomery County.
 - a. Newspapers and cardboard should be placed in a paper bag, bundled with string or placed in a recycling toter (provided by Montgomery County).
 - b. Grass clippings, leaves and other yard waste should be placed in paper lawn bags or trash cans clearly labeled as yard waste.
 - c. Tree and shrub branches should be bundled with string.
 - d. Cans, bottles and plastic containers should be thoroughly rinsed out and placed in a recycling bin (provided by Montgomery County).

II. TRASH AND RECYCLING COLLECTION

1. A contractor hired by the Association collects household trash two times per week, on Wednesdays and Saturdays.
2. Montgomery County collects recyclable materials on Tuesdays.

3. COMMON AREA: Any street, sidewalk, parking lot, playground, walking/biking path, athletic court or other space within the Community not specifically owned by an individual homeowner or government agency.

B. POLICY PROHIBITING USE OF MOTOR SCOOTERS OR SIMILAR TYPES OF VEHICLES WITHIN THE COMMUNITY

1. No person, whether licensed or unlicensed to operate a motor vehicle, shall operate any motor scooter or other vehicle deemed to be dangerous or offensive in any common area.
2. Any person operating a motor scooter, or other dangerous or offensive vehicle, in any common area of the Community shall be held responsible for any damage to persons or property caused by the operation of that vehicle.
3. Any person permitting a child under 18 years of age to operate a motor scooter in any common area in the Community shall be held responsible for that child's actions. Parents will be deemed liable should their child operate a motor scooter in any public Community area. This rule shall apply whether or not the child is licensed to operate a car or other legal motor vehicle.
4. Homeowners are responsible for ensuring that their tenants, guests and all members of their household are aware of and abide by these rules. The homeowner will be held responsible for rules infractions.

C. ENFORCEMENT

1. A violation of this policy shall result in the denial of pool, parking and other community privileges until the homeowner permanently removes the dangerous or offensive vehicle from the Community.
2. Montgomery County police shall be notified whenever the operation of any motor scooter in any common area of the Community is observed. Whenever possible, this notification shall include identifying the owner and/or operator of the motor scooter. If the responsible party can be identified, the police shall be asked to issue a ticket and take any other enforcement actions specified by applicable law.

Adopted: May 17, 2005
Effective: June 1, 2005

LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION
20440 Century Boulevard, Suite 100
Germantown, Maryland 20874
(301) 948-6666 FAX (301) 948-6663
tmgainc@themgmtgroup.com

POLICY RESOLUTION
PROHIBITING USE OF DANGEROUS OR OFFENSIVE VEHICLES

WHEREAS, Article III, Section 3(c)2 of the Declaration of Covenants, Conditions and Restrictions provides the Board of Directors for Longmead Crossing Community Services Association, Inc. the power to establish rules and regulations for the use of property located within the Association; and,

WHEREAS, Article V, Section 3(d) of the By-laws of Longmead Crossing Community Services Association, Inc. authorize the Board of Directors to promulgate and enforce such rules and regulations as may be deemed proper respecting the use, occupancy and maintenance of the common areas and community facilities as are designated to prevent unreasonable interference with the use of the common areas and community facilities by members and others;

NOW, THEREFORE BE IT RESOLVED that, pursuant to the authority granted to the Board of Directors by the By-Laws and Declaration of Covenants for the Longmead Crossing Community Services Association, Inc., the Board, in order to ensure the efficient, proper and safe use of all parking areas, roadways, and other common property within the Community boundaries, wishes to adopt a set of rules prohibiting the use of dangerous or offensive vehicles.

Each resident and their guests can minimize inconvenience and safety hazards by respecting the rights of other residents. Residents are expected to adhere to the rules outlined below. Failure to do so will result in enforcement action as described below.

A. DEFINITIONS

1. **DANGEROUS VEHICLE** - Any vehicle whose operation threatens damage to property or personal safety on streets, sidewalks and other common areas within the Community, including any vehicle declared illegal by city, county, state, federal or other statute. Such vehicles include, but are not limited to, motorized skateboards, motorized bicycles, motorized mini-bikes and gocarts.

2. **OFFENSIVE VEHICLE** - Any vehicle that emits unreasonably high levels of noise (above 75 decibels, or approximately the noise created by normal traffic) or noxious fumes.

- rotted wood
- unapproved, unsafely or unprofessionally constructed walls
- built prior to receiving Architectural Control Committee approval

VII. Sheds:

- rotted structures
- holes in siding
- in need of stain or paint
- covered in mold or mildew
- precariously angled structures
- built prior to receiving Architectural Control Committee approval

VIII. Garages:

- siding/trim board rotted creating visible holes
- siding/trim board covered in mold or mildew
- siding/trim board with chipped and peeling paint
- siding/trim board down to bare or exposed wood
- deterioration of caulking around windows, doors and baseboards
- garage doors in need of paint
- garage doors missing panels
- garage doors dented and bent out of shape

IX. Attic Vents:

- rusted and in need of paint
- removed and area filled in with unapproved material

X. Fences:

- broken and falling down
- missing sections
- replaced but not treated
- posts missing or rotted
- wood has splinters
- gate damaged or inoperable
- gate not properly attached to fence
- gate latch broken or missing

XI. Deck:

- faded or "grayed" appearance of wood
- broken and falling down
- missing sections
- wood has splinters
- mold or mildew

4. **Shutters**
 - broken or missing slats
 - hanging or not securely attached
 - in need of paint
 - original replaced with non-conforming style/size
 - missing shutters
 - all shutters intentionally removed

 5. **Window Boxes**
 - loose and not properly attached
 - in need of paint
 - rotted wood requiring repair

 6. **Window Guard Rails (Metal or Wood)**
 - rotted and deteriorated wood - unsightly and unsafe
 - in need of paint
 - mold and mildew
 - removed without approval
 - structural defects visible
 - missing sections or insecure fastening
- III. **Lights and Exterior Lighting:**
- broken, rusted, dented, bent out of shape
 - broken glass
 - missing for extended period of time
 - fixtures in need of paint
 - loose fixtures
 - missing fixtures
 - fixtures that do not match home's existing fixtures
 - fixtures not approved by ACC
- IV. **Steps:**
- loose or cracked - unsafe
 - gaps between house base and steps at ground level (created as house settles)
 - severe rust stains on concrete
 - rusty, damaged, loose or missing railing
- V. **Walkway:**
- loose or cracked stones or cement
 - dangerously angled stones
 - unapproved, unprofessionally done, or unsafely placed timbers, stones, etc.
- VI. **Retaining Walls:**
- loose or cracked wood or stones
 - precariously angled walls

MAINTENANCE STANDARDS GUIDE

The following kinds of maintenance problems may be cited for violation. This listing does not include all violations that may be cited, but is merely a sampling of issues that may be determined to be a violation. Please refer the Architectural Control Guidelines for specifics.

- I. **Roof Area:**
 - shingles missing
 - clawing of asphalt shingles and/or extremely bad deterioration
 - gutters and downspouts not secured to house - hanging down or missing
 - gutters needing maintenance or paint
 - rusted gutters/downspouts
 - leaves and debris visibly hanging out, indicating a blockage
 - downspouts needing maintenance or paint
 - downspouts removed without ACC approval
 - chimney flues rusting and paint chipping and peeling
 - skylights rusted, skylights removed and replaced with new material (plywood, plastic, etc.)
 - leaf guards that are not properly installed or maintained
 - original replaced with unapproved style and/or material

- II. **House:**
 1. **House Siding and Trim Board:**
 - siding/trim board rotted in areas creating a hole; siding/trim board covered with mold or mildew; siding/trim board with chipped and peeling paint; siding/trim board wood exposed due to or because of lack of paint; caulking around windows, doors and worn baseboards; loose bricks; deteriorating bricks, or missing bricks;
 - broken or missing panes of glass
 - trim board rotted, chipped or peeling paint, trim board missing

 2. **Windows**
 - broken or missing panes of glass
 - torn screens
 - deteriorated window frames
 - missing mullions

 3. **Doors**
 - broken or missing panes of glass
 - torn screens
 - loose or not firmly attached doors
 - hardware: original replaced with non-conforming style
 - original replaced with different areas of door left unpainted
 - in need of paint

All turf areas on a lot must be kept neatly mowed during the growing season. Grass should not be permitted to exceed six (6) inches in height. Turf areas and other vegetation should be watered during dry periods. Any dead plants, shrubs or trees should be immediately removed. Turf areas should be kept as weed free as possible. At no time should weed cover exceed more than twenty-five percent (25%) of the total grass area.

All hedges, trees and shrubs must be neatly trimmed and their size maintained in proportion to the lot and home through pruning.

PROPERTY MAINTENANCE STANDARDS

- A. **General Responsibility** - Owning a property in Longmead Crossing includes assuming responsibility for maintaining all existent structures as well as natural landscaping, grass, and the appearance of yards.
- B. **Maintenance of Houses and Existing Structures** - As houses and structures such as sheds or decks age, their exteriors may deteriorate. Houses may have trim boards that are chipped, peeling or rotted. House siding may rot or collect mildew on the boards, and siding, trim or a front door may be badly in need of paint. Screens may hang off doors and windows, and storm doors may be broken and hanging from their hinges. Decks and sheds may become unsightly and even unsafe as the wood deteriorates due to aging and weathering. In all cases, the overall neglected and unkempt appearance of the structures may impact the Community as a whole, and could eventually lower property values. Each homeowner must maintain and make necessary repairs to these structures. Driveways, walkways, chimney flues, attic fans, etc. need to be checked regularly. Roofs should be checked on a regular basis, and gutters and downspouts should be cleaned of leaves and debris each year; aluminum and vinyl replacements require regular checking to see if the caulking remains watertight.
- C. **Maintenance of Landscaping and Natural Areas** - All portions of a lot which are not improved by an impervious surface or a structure must be maintained with grass (or other vegetation installed by a builder or approved by the Architectural Control Committee). No bare earth may be exposed on a lot (except for flower beds with appropriate approvals, as required).
- Any natural or planted areas require regular maintenance also. If grass is not cut, and is 12" or higher, or if planting areas become overrun with weeds, the property will be referred to the Montgomery County Department of Environmental Protection. Homeowners must always take into account erosion, drainage onto neighboring properties, or flooding when they make modifications to their yards. Any dumping of branches, grass clippings, leaves, mulch, or dead plants onto Community property is prohibited. All trees and plantings on residential properties must be maintained by the homeowner.
- D. **Maintenance of Yards** - Bags of trash should always be kept in air-tight containers, and should be stored out of sight. Trash can be placed in designated areas to be picked up on pickup days. Yards are not areas for the storage of items, and they should be cleaned of litter, debris and old newspapers on a regular basis.

Construction materials required for the improvement of a home or lot should be neatly stored on the lot in as unobtrusive a location as possible when not in use.

**LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION
PROPERTY MAINTENANCE GUIDELINES**

INTRODUCTION

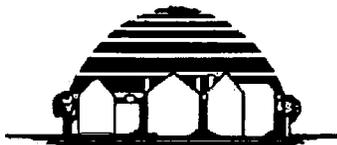
To ensure that Longmead Crossing will always be an attractive and desirable community in which to live, property maintenance standards must be maintained. These standards are meant to benefit all residents of Longmead Crossing. Thus, all residents share the responsibility of complying with, supporting, and contributing to them. These maintenance standards are in addition to the **ARCHITECTURAL CONTROL GUIDELINES**, which is a separate document. However, these **MAINTENANCE STANDARDS** complement the Architectural Control Guidelines.

High standards require that guidelines and restrictions on external alterations/additions be adopted and observed. From time to time, these guidelines are updated to clarify their intent and address additional types of changes. These guidelines are intended to protect homeowners' investments and to ensure that all homeowners can take pride in their community and be comfortable living in it. Homeowners are expected to comply with the guidelines.

Draft: July 15, 2008
Approved: September 16, 2008
Effective: January 1, 2009

**LONGMEAD CROSSING
COMMUNITY SERVICES ASSOCIATION
SILVER SPRING, MARYLAND**

PROPERTY MAINTENANCE STANDARDS



The Management Group Associates, Inc.

A FULL SERVICE PROFESSIONAL PROPERTY MANAGEMENT COMPANY

November 10, 2008

Dear Homeowner:

I am writing on behalf of the Board of Directors for Longmead Crossing Community Services Association regarding the enclosed Property Maintenance Standards that were recently approved by the Board of Directors and will become effective January 1, 2009.

The management team at The Management Group Associates receives numerous requests from homeowners regarding practical property maintenance of units within the Association. Most homeowners in Longmead Crossing do a fine job in keeping their property up to the standards expected by the Homeowners Association; however, some individuals do not follow practical maintenance of their unit. For example, most homeowners clean their gutters periodically to keep debris from collecting and potentially causing damage to the interior of their unit. However, there is no regulation or guideline in the Association's Architectural Guidelines or legal documents that specifically states that homeowners must clean their gutters. Therefore, the Board requested that a document such as the enclosed document be compiled to address issues that are not addressed in either the Architectural Control Guidelines or the legal documents (i.e., weeds in the yard, a yard that needs to be mowed, flowerbeds that need mulch, etc.).

The enclosed document is meant to complement the Architectural Control Guidelines, but not to replace them. Please file a copy of this document with the rest of your homeowner legal documents.

If you have any questions regarding this matter, feel free to contact me at 301-948-6666.

Sincerely,

Tom VanPelt, Agent for
Longmead Crossing

Enclosure
TVP/lids
LM - III6, IId, I
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Please note that TMGA may be deemed a debt collector. Any information obtained from communication with our office may be used for that purpose

20440 Century Boulevard • Suite 100 • Germantown, Maryland 20874
(301) 948-6666 • 1-800-536-TMGA (8642) • FAX (301) 948-6663
E-Mail: tmgainc@tmgainc.com / www.themgmtgroup.com

number of
community

Owner's Acknowledgements:

1. I understand . . . that nothing herein contained shall be construed to represent that alterations to land or buildings in accordance with these plans shall not violate any of the provision of building and zoning codes of the County to which the above property is subject. Further, nothing herein contained shall be construed as a waiver or modification of any said restriction.
2. . . . that no work on this request shall commence until written approval by the Architectural Control Committee has been receive by me.
3. . . . that any construction or exterior alteration undertaken by me or on my behalf before written approval of this application is not allowed; that, if alterations are made, I may be required to return the property to its former condition at my own expense if this application is disapproved wholly or in part; and, that I may be required to pay all legal expenses incurred for this purpose.
4. . . . that any approval is contingent upon construction or alteration being completed in workmanlike manner.
5. . . . that members of the Architectural Control Committee are permitted to make routine inspection.
6. . . . that a copy of this application will be returned to me after review by the Architectural Control Committee.
7. . . . that there are architectural requirements covered by the Covenants and a review board process as established by the Board of Directors
8. . . . that the alteration authority granted by this application will be revoked automatically if the alteration requested has not commenced within 180 days of the approved date of this application, and/or completed by any date specified by the Committee.
9. . . . that all proposed improvements must meet County codes. My signature indicates that these standards are met to the best of my knowledge. I understand that applications for all required building permits are my responsibility.
10. . . . that any variation from the original application must be resubmitted for approval.

Owner/Applicant Signature

Date

Co-Owner/Applicant Signature

Date

- Attachments: (1) Sketch, photo, catalog illustrations, etc.
 (2) Copy of survey marked with change being requested

FOR COMMITTEE USE ONLY

Date Received _____

Approved _____

Date _____

Conditionally Approved _____

Date _____

Disapproved _____

Date _____

Comments _____

LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION
c/o The Management Group Associates, Inc.
20440 Century Boulevard, Suite 100
Germantown, MD 20874-7115
301-948-6666; 301-948-6663 (Facsimile)

Subdivision _____ Lot _____

Name: _____ Phone: (H) _____

Address: _____ (W) _____

Check here if you want acknowledgement that your application has been received. _____

Directions: (Please print or type)

Please use the area below to briefly describe all proposed improvements, alterations or changes to your lot or home. Attach required details by sketches, drawings, clippings, pictures, catalog illustrations or other data. Show the location of the proposed item on a copy of your plat map.

Signatures:

Acknowledgement of at least four (4) property owners who are most affected because they are adjacent and/or have a view of your change is required. Should one of your neighbors disapprove, please so indicate with the reason for their disapproval noted in the comments section. Their signatures indicate awareness of your intent and do not constitute or indicate approval or disapproval by the Committee.

Name: _____

Name: _____

Address: _____

Address: _____

Lot: _____

Lot: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Lot: _____

Lot: _____

Signature: _____

Signature: _____

- c. placed next to the privacy fence and shielded by the privacy fence.
- 4) Specifications of the unit to be installed, including noise decibel level when running, MUST be included in the application. This information MUST be shown to all neighbors adjacent to the property and acknowledgement or proof of this notice to neighbors is required before application will be considered.
 - 5) If the application is approved, the homeowner/resident must comply with the County Noise Ordinance which is currently 65 dBA (M-F 7am-9pm, holidays and weekends 9am-9pm) and 55 dBA (M-F 9pm-7am, holidays and weekends 9pm-9am).

iii. ***PROHIBITED CONDITIONS***

- 1) Temporary or portable generators that run when power is not out in the community.
- 2) Any deviation from the Guidelines specified under "Approval Required"
- 3) Gasoline powered generators.

NOTE: The Board of Directors urges residents to follow all manufacturer guidelines in the use, operation, and location of temporary portable generators. Portable generators may be used only in the rear of a property and used ONLY for emergency power.

Adopted by the Board of Directors this 18th day of January, 2011.

/s/ Rick Levine
Signature, Board President

1/18/11
Date

/s/ Doreene Sieger
Signature, Board Secretary

1/18/11
Date

7) Accepted Flower Box Material:

- a) PVC or other thick composite material
- b) Pressure treated lumber or rot resistant lumber
- c) Rust resistant metal

ii. **PROHIBITED CONDITIONS**

- 1) Any deviation from the above.

F. **CLOTHESLINES**

i. **APPROVED CONDITIONS**

Clotheslines are permitted under certain parameters. Clotheslines are permitted in rear yards only and, when available, should be located behind privacy fencing unless the entire back yard is fenced. Clotheslines (permanent or temporary) are not permitted on decks. Clotheslines may not be attached to privacy fencing or other shared fences. They must be free standing clothes drying frames or ropes attached to free standing non-permanent posts. The only exception will be that clotheslines can be attached to deck support posts as long as they are removed from 7:00 p.m. to 6:00 a.m. Clotheslines running from windows or doors are not permitted. Clotheslines must be used only between the hours of 6:00 a.m. and 7:00 p.m. At no time should items be attached to or remain on clotheslines except during these permitted hours. Clotheslines are prohibited in front or side yards.

ii. **PROHIBITED CONDITIONS**

- 1) Any clothesline not noted in Item i. above.

G. **BACKUP GENERATORS (Natural Gas or Propane)**

i. **GENERAL**

- 1) Generators are permitted under certain parameters. Backup generators are permitted only in the rear yard or side yard. The application must include a copy of the electrical permit from Montgomery County and must show the dimensions, size, and location of the exterior housing. The exterior housing must be installed on and securely anchored to a non-degradable platform. The application should indicate that the test cycle for the generator will be preset to run Monday-Friday between the hours of 12 noon and 3 pm. **Generators must meet ALL Montgomery County Noise Control Ordinances.**

ii. **APPROVAL REQUIRED WITH NEIGHBORS' SIGNATURES**

- 1) Permanently installed backup generators.
- 2) An application for a single family property requires, as part of the application submission, a landscaping plan that shows the generator being shielded from street view (i.e. evergreen shrubs with a minimum of 12 inches in height above the generator)
- 3) An application for a townhome property requires generators to be either:
 - a. In a fully enclosed, fenced yard; or
 - b. fully enclosed by lattice (Note: lattice color must be indicated on application and needs to be natural wood color or match the same color of the existing deck and/or fence); or

B. BARBECUE GRILLS, OUTDOOR FIREPLACES

i. GENERAL

- 1) In the interest of safety, no more than two (2) twenty-pound (20 lb.) propane tanks for outside grill use will be allowed to be stored or used on any homeowner's property at any one time. One tank for use in grill and one spare tank to be kept outside in the backyard (e.g. on patio, on deck or under deck).

ii. APPROVAL REQUIRED WITH NEIGHBORS' SIGNATURES

- 1) Permanently installed fireplace and barbeque on single-family homes.

iii. PROHIBITED CONDITIONS

- 1) Permanently installed outdoor fireplaces and barbecues on townhomes.
- 2) Grills or propane tank used or stored in front or side yards.

C. BAY WINDOWS

i. APPROVAL REQUIRED

- 1) Painting of the metal bay window roofs. Roofs can be painted the same color as the shutters or front door or a metallic color, provided such color is complementary to the home and surrounding homes. The Architectural Change Request must include a description of whether the current bay window roof is painted and the color chosen for painting/repainting.

D. DOGHOUSES

i. APPROVAL REQUIRED WITH NEIGHBORS' SIGNATURES

The doghouse must be located in the backyard and the yard must be fully fenced in.

i. PROHIBITED CONDITIONS

- 1) Any deviation from the above.

E. WINDOW BOXES/WINDOW PLANTERS

i. Guidelines:

- 1) Flower boxes must be well maintained. Homeowners are responsible for maintenance of their flower boxes, including timely removal and replacement of dead plants/flowers.
- 2) Flower boxes may only be used on the first floor windows of the home.
- 3) Painted flower boxes can be black or white or match the color of either the house, trim or shutter color of the home or be natural wood.
- 4) Flower boxes cannot be wider than the width of the window.
- 5) Window box support brackets must support the weight of the window box with wet soil.
- 6) Adequate space must be provided between the house and the window box to prevent damage to the structure of the home from moisture.

- 3) Attached to privacy fencing (in townhome sections only).
- iii. Storage of other large items, such as canoes, kayaks and lawn equipment, will be permitted in the rear of the house and on the homeowner's property, provided the item(s) is substantially concealed from view by privacy fencing and not resting upon landscaping.

B. PROHIBITED CONDITIONS

- i. Items stored off homeowner property or in parking spaces are prohibited.
- ii. Items not substantially concealed by privacy fencing are prohibited.

26. STRUCTURAL INTEGRITY/EXTERIORS OF HOMES (INCLUDING AWNINGS, BARBECUE GRILLS, OUTDOOR FIREPLACES, BAY WINDOWS, DOGHOUSES, FIREPLACES, WINDOW BOXES AND BACK UP GENERATORS)

A. AWNINGS

i. APPROVAL REQUIRED WITH NEIGHBORS' SIGNATURES

Awnings will be considered for approval on a case-by-case basis for single-family homes and regular townhomes. They are not allowed on the quad townhomes. The proposed awning must meet the following criteria before the ACC will consider the request. Only Sunsetter or Thomas Awning (or equivalent company) will be considered for approval.

Professional measurement and installation of awnings is highly recommended. Awnings that are ill-fitting or otherwise lacking curb appeal will be subject to violation and the Association may require the homeowner to remove it at their own expense.

- 1) **Style:** Only fully retractable awnings with a hood or storage casement are permitted.
- 2) **Frames:** Only corrosion-resistant frames and fasteners are permitted. Frames in white, beige, brown, silver and dark green will be allowed.
- 3) **Fabric:** Only fabric resistant to water, mildew and UV damage such as solution-dyed acrylic and coated mesh fabrics will be permitted. Only solid or stripe (a maximum of two colors; horizontal or vertical stripe) is permitted in a color that matches or coordinates with the color scheme of the home (see section on Painting).
- 4) **Valance:** Only straight-hem or scalloped valances will be allowed.
- 5) **Placement:** Rear of home only.
- 6) **Condition:** Awnings must be kept in good condition. Faded fabric or broken/bent frames must be replaced. (The fabric on a retracted awning should last approximately ten (10) years if it is kept retracted most of the time.)
- 7) **Status:** Awnings must be kept retracted except while in use.

ii. PROHIBITED CONDITIONS

- 1) Any color, material or style not in conformance with above guidelines.
- 2) Awnings not retracted except when in use.
- 3) Awnings on quad townhomes.

- vii. Sheds should be of aluminum material, solid wood (e.g., pressure-treated pine or cedar) or vinyl and of a color which, in the ACC's judgment, matches or coordinates with the color of the home. Rubbermaid-type sheds in a neutral color are permitted. No plywood, redwood or shingle sides are permitted.

23. **SIDING & TRIM REPLACEMENT**

A. **NO APPROVAL**

- i. Replacement of siding and/or trim in original style and color.

B. **APPROVAL AND NEIGHBORS' SIGNATURES REQUIRED**

- i. If original color does not exist, slight deviations in the shading will be approved on a case-by-case basis by the ACC.
- ii. Color changes are permitted with ACC approval. Samples must be submitted with the application. Please include a first, second and third choice, if applicable.

C. **PROHIBITED CONDITIONS**

- i. Two-tone siding. Do not replace a few panels with a near match; the entire wall must be replaced.
- ii. Missing siding panels.

24. **SIGNS**

A. **NO APPROVAL REQUIRED**

- i. Temporary "For Sale" or "For Rent" signs not exceeding six (6) square feet on the homeowner's property. Real estate signs must be removed promptly after the sale or rental of the dwelling is completed.
- ii. Campaign signs shall be removed three (3) days after the primary and/or general election.
- iii "For Sale", "For Rent" or Open House signs are permitted on the common areas only between 5:00 p.m. on Friday and 9:00 p.m. on Sunday.

B. **PROHIBITED CONDITIONS**

- i. All external signs not in compliance with the above are prohibited.

25. **STORAGE OF MATERIALS**

A. **NO APPROVAL REQUIRED**

- i. Firewood may be stored outside if neatly stacked in rear of house and on only the homeowner's property. Firewood must be stacked allowing for ventilation and the area around it shall be well maintained.
- ii. Storage of extension ladders will be permitted in the rear of house and on homeowner's property only. Storage must be such that the ladder is substantially concealed from view and not resting upon landscaping. Examples of proper storage may include:
 - 1) Attached to the underside of a deck.
 - 2) Placed beneath a deck or behind lattice.

- i. Holiday decorations may be displayed on homeowner's property for a period of time appropriate to the holiday.

B. PROHIBITED CONDITIONS

- i. Decorations displayed more than thirty (30) days after the holiday. (This includes hanging icicle lights).

21. SECURITY DEVICES and SECURITY CAMERAS

A. NO APPROVAL REQUIRED

- i. Wireless "doorbell" style cameras are permitted. Cameras and/or motion detector lights cannot focus on adjacent private property. All motion activated cameras must be approved.

B. APPROVAL AND NEIGHBORS' SIGNATURES REQUIRED

- i. Security doors with mullions/grids (like windows) are acceptable (Also see Doors/Windows/Handrails, etc.).
- ii. Security cameras and devices, both Wi-Fi and wired, for security are allowed with neighbor signature. No wires should be seen and cameras should blend to match the color scheme of the home. Camera has to be painted to match home trim and focus on private property. Such cameras cannot be used to monitor neighbor's property or common area property. These cameras should be motion detection activated and the ACC application should indicate that these cameras are motion activated cameras.

C. PROHIBITED CONDITIONS (Also see DOORS/WINDOWS/HANDRAILS, ETC., "PROHIBITED CONDITIONS")

- i. Mounting of security alarms/sirens on the outside of any home.
- ii. Wrought-iron or other grills on doors and/or windows giving the appearance of security bars (as determined by the ACC).
- iii. Security bars and/or grill work are not permitted on the exterior of the windows.

22. SHEDS

A. APPROVAL AND NEIGHBORS' SIGNATURES REQUIRED

- i. Sheds must be kept in good repair. The surrounding grounds must be kept free of debris.
- ii. All townhomes must install a privacy fence adjacent to the house to conceal the shed. Sheds must be placed along the inside of the applicant's privacy fence. Any other location in the yard will require the entire backyard to be fenced.
- iii. Sheds for single-family homes must be in the backyard.
- iv. All sheds must be installed on and securely anchored to a non-degradable platform. Sheds cannot be anchored or secured to a fence.
- v. The maximum dimensions of the shed will be seven feet (7') high x ten feet (10') long x eight feet (8') wide. Lots of one-half (½) acre or greater are exempt from this restriction.
- vi. Owners may have more than one shed; however, total ground covered by sheds may not exceed eighty (80) square feet (eight by ten feet [8' x 10']). When requesting an additional shed, indicate the number of existing sheds and the total ground covered by existing sheds on the change request form.

- i. Only the single-family homes will be considered for adding a front porch. The porch must conform to the design of the house and meet setback requirements.

18. **PLAYGROUND AND RECREATION EQUIPMENT**

A. **GENERAL**

- i. Townhouses must have a fully fenced-in backyard to have playground equipment. Only single-family homes may have backyard playground equipment without a fenced-in backyard. The play equipment must be kept in good repair and, if metal, painted when necessary. Rusted equipment or equipment in need of repair will be considered in violation and subject to removal. Natural wood play equipment shall be maintained in good condition by applying any clear and colorless oil or water-based protector.
- ii. All wooden components of playground equipment must be made of a high quality, non-arsenic based, pressure-treated wood.

B. **NO APPROVAL REQUIRED**

- i. Temporary children's wading pools, 12 inches (12") deep or less are permitted in rear yards and/or behind privacy fencing only. The wading pool must be removed by the end of the summer season (i.e., by October 1st).

C. **APPROVAL AND NEIGHBORS' SIGNATURES REQUIRED**

- i. Permanent basketball or other nets and gym or swing set equipment on single-family lots ONLY.
- ii. Child swing set equipment allowed only in fully-fenced townhome backyard.
- iii. Outdoor hot tubs and Jacuzzis for single-family homes and townhomes. Montgomery County permit is required. Signatures of most-affected neighbors are also required. Note: will also require fencing and/or safety requirements such as a locking cover which should be included in the Architectural Change Request.

D. **PROHIBITED CONDITIONS**

- i. Permanent pools and temporary above ground pools of more than twelve inches (12") deep are not permitted.
- ii. Wading pools may not be left outside after the summer or cause drainage problems for neighbors.
- iii. Temporary or permanent basketball or other nets or gym equipment on townhome lots.
- iv. Children's toys or similar play equipment located anywhere other than the back yard overnight.

19. **ROOFS**

A. **NO APPROVAL REQUIRED**

- i. Roof repair or replacement as needed with exact style and color of existing shingles.

B. **APPROVAL REQUIRED**

- i. Any change other than the above mentioned.

20. **SEASONAL DECORATIONS**

A. **GENERAL**

15. **PATHWAYS, WALKWAYS AND STOOPS**

A. **APPROVAL REQUIRED**

- i. Addition of new pathways, walkways, and stoops.
- ii. Replacement or modification of pathways, walkways, and stoops if using different materials (e.g., flagstone, sandstone, brick, slate, loose gravel, etc.).

B. **PROHIBITED CONDITIONS**

- i. No artificial covering of concrete permitted (e.g., painting, staining, indoor/ outdoor carpeting, faux painting, etc.).

16. **PATIOS**

A. **APPROVAL REQUIRED**

i. Patios for single-family homes:

- 1) Material: Stone, concrete or brick.
- 2) Style: Must be in rear yard, no closer than ten feet (10') from neighboring or common properties. Patio must not extend laterally beyond either side of the home. The height of the patio construction (at highest point/elevation from pre-construction ground level/grade) must not exceed four inches (4"). The construction of the patio may not alter the drainage to or from adjacent properties or the common area. Ground level screened-in patios may be approved on a limited case-by-case basis for single-family homes.

ii. Patios for townhomes:

- 1) Material: Stone, concrete or brick.
- 2) Style: Must be within the rear area of the originally-installed privacy fencing or directly beneath and no larger than the area of any ACC approved deck. No more than fifty percent (50%) of the backyard within the property boundaries shall be covered with impervious material (this provision is intended to prevent drainage problems to common or adjacent properties). Height restrictions and drainage requirements of the patio are the same as those for single-family homes.

B. **PROHIBITED CONDITIONS**

- i. Any color, material or style not in conformance with above guidelines.
- ii. Any enclosed, covered structural addition on a townhome (e.g., solarium, Florida room or solid-walled addition).

17. **FRONT PORCHES**

A. **GENERAL**

- i. Front porches must meet Montgomery County code and permit requirements.

B. **APPROVAL AND NEIGHBORS' SIGNATURES REQUIRED**

- i. Temporary in-ground flag holders of sixteen feet (16') or less require ACC approval.
- ii. Large (greater than twenty-four inches [24"] in height or width) or ornate lawn ornaments and statuary. A complete description and picture, if possible, of the item(s) must be submitted for approval along with a plat showing location. The ACC shall be responsible for review of lawn ornament applications to ensure design is consistent with the character of the Community.

D. PROHIBITED CONDITIONS

- i. In-ground permanent or semi-permanent flagpoles. Semi-permanent flagpoles are defined as a flagpole that has a base that is in any way attached to the property.
- ii. Birdfeeders on poles in the front or side yard.

14. EXTERIOR PAINTING

A. GENERAL

- i. Siding, window trim, doors, shutters and all wood trim shall be maintained in the original color and shade of the house or a color previously approved by the ACC and on file with the Association for use on the home.
- ii. In order to maintain the overall harmony of the community, the ACC will approve only those changes in paint or siding color if the same color(s) has been approved for use on another home on the same street.
- iii. McCormick Exterior Colours is the brand used by Pulte Homes during the original construction of the community. Alternate brands of paint are allowed; however, it is required that the color selected match the McCormick Colonial Exterior Paint Colours Collection. When repainting with the same color with a different brand of paint, the color must match a color on the McCormick Colonial Exterior Colours Collection color chart. Homeowners may run the risk of not exactly matching the color if a different brand of paint is used and may be required to repaint with the correct paint color.
- iv. Regular maintenance of surface coatings (paints) is required. Owners must ensure their homes are properly painted at all times. Chipped, peeling or faded paint is cause for immediate paint maintenance.
- v. Wood trim cladding is allowed; however, the color must match the approved trim color for the home.

B. NO APPROVAL REQUIRED

- i. Repainting with exact match of color from the McCormick Colonial Exterior Colours Collection color chart or an exact match from another brand.

C. APPROVAL REQUIRED

- i. Wood trim cladding is allowed; however, the color must match the approved trim color for the home.
- ii. Paint color changes which deviate from the color scheme in the McCormick Colonial Exterior Colours Collection chart.
- iii. Quad townhome homeowners wishing to repaint the wood trim using the exact approved trim color for the home do not need prior authorization. Quad townhome homeowners who wish to deviate from the approved trim color must submit an architectural application describing the requested trim color. Slight deviations (within a shade or two) from the approved color are permitted (i.e. a beige color can be replaced with a tan color). Please be advised that slight deviations in hue and tint only will be allowed. A complete change in trim color from the original design of the quad is not allowed (i.e. changing from tan to red).

- ii. Homeowners may replace existing lights at the front of the home, subject to the conditions and limitations as specified below:
 - 1) The light must be a colonial or carriage style fixture.
 - 2) The fixture must be black, white, or brass (antique, brushed, or polished). All fixtures must be consistent in color (all white, all black, or all brass).
 - 3) The replacement fixture may be no larger than the original builder-installed fixture.
- iii. Low wattage ground mounted fixtures, such as those used to line sidewalks or garden edges, are permitted without approval.

B. APPROVAL REQUIRED

- i. Exterior lighting other than that installed outside the home by the original builder at the time of delivery.
- ii. Approval is required for the installation of new fixtures or modification of existing fixtures that do not meet the conditions and limitations as specified above.
- iii. Motion activated spotlights and floodlights may be permitted on homes with approval.

C. PROHIBITED CONDITIONS

- i. Lighting on any portion of a home – front, side, or back – must not illuminate any other homeowner’s property or the **common area** property.
- ii. Post lighting and any other lighting not described above are prohibited on townhomes.

Spotlights and/or floodlights that are not motion-activated are prohibited.

13. ORNAMENTS AND FLAGS

A. GENERAL

- i. Birdfeeders must be maintained, kept in attractive condition and not become an eyesore or nuisance (as determined by the ACC) to neighbors. Seeds and waste shall not fall onto neighbors’ properties or common areas. Birdfeeders on poles may be placed in the rear yard only.
- ii. Flag holders are to be classified into two categories: temporary flag holders, and in-ground permanent or semi-permanent flag poles.
 - 1) Temporary flag holders are defined as any non-permanent pole/holder. Flag holders of 4 feet (4’) or less can be attached to the home, and one sixteen feet (16’) or less can be placed in-ground (temporary in-ground holders require ACC approval). Holders must be removed when flag is not flown.
- iii. All flags and holders must be properly maintained and cannot become faded and/or torn. Flags and/or holders must not cause any nuisance to neighbors due to noise.

B. NO APPROVAL REQUIRED

- i. Flags may be installed in a flagpole holder bracket mounted on the home itself. Flags may be mounted on a temporary flag holder as defined above.

C. APPROVAL REQUIRED

- iv. The use of decorative rocks and/or decorative stones in gardens is allowed for a maximum of 20 square feet (gravel ground cover is not considered decorative).
- v. Vegetable Gardens:
 - 1) Will be permitted in rear yard.
 - 2) No approval is required if the rear yard is completely fenced in and/or if the garden is placed within four feet (4') of the rear of the house. The height of all vegetation, stakes and materials used in the vegetable garden may not exceed seventy-two inches (72") or the height of the rear fence if any, whichever is lower.
- vi. Removal of a dead or live tree on private property.

C. APPROVAL REQUIRED

- i. Plans for hedges or other planted fencing in townhomes (must be kept inside the property line and well maintained).
- ii. Any new trees being planted on homeowner property, either to replace an existing tree or as new landscaping, must be approved in advance by the ACC in order to ensure that its growth pattern will not unreasonably interfere with common area or neighboring properties. The Architectural Change Request form must include the species of tree to be installed and the initial planting size.
- iii. ACC approval is required for all vegetable gardens not meeting the criteria specified in Section 10.B.v above.
- iv. Decorative borders around landscaping beds that are taller than six inches (6") in height must be approved by the ACC. Materials allowed:
 - natural, red or white brick,
 - landscaping timbers, chemically or pressure treated wood, natural wood color only.
- v. Anything which deviates from these landscaping and gardening guidelines will be considered on a case-by-case basis.

D. PROHIBITED CONDITIONS

- i. Landscaping cannot create drainage issues or other adverse conditions on neighboring properties.

11. LAWN FURNITURE

A. PROHIBITED CONDITIONS

- i. Lawn furniture visible from the street left out overnight.

12. LIGHTING

A. NO APPROVAL REQUIRED

- i. Homeowners may replace existing lighting with motion-activated fixtures subject to the conditions and limitations specified below:
 - 1) Fixture is pointed downward so that the light does not shine on neighboring property or common area or illuminate any other homeowner's property or the common area.
 - 2) Intensity of light is sufficiently low (as adjudicated by the ACC) so as not to be a nuisance to any neighbors.

- ii. For safety reasons, Montgomery County requires the presence of street address numbers for the benefit of emergency service vehicles. For this reason, numbers may not be removed. House numbers must be in Arabic numerals (1, 2, 3, etc.).

B. NO APPROVAL REQUIRED

- i. Outdoor thermometers placed at the rear of the home and not visible from the front of the home.
- ii. Deadbolt locks, peepholes, door knobs, door knockers and front-door decorative brass "kick plates" not exceeding twelve inches (12") in height. Door knobs and knockers must be maintained in good condition.
- iii. Change in style or location of street address numbers as long as they are easily visible from the street.

C. PROHIBITED CONDITIONS

- i. Any deviation from above guidelines.

10. LANDSCAPING AND GARDENS

A. MAINTENANCE

- i. Homeowners are responsible for maintenance of their landscaping, including lawn, ornamental shrubs and trees.
- ii. Lawns must be maintained (i.e., shall not exceed six inches (6") in height) and must be weeded.
- iii. Trees, shrubs and other plants must be trimmed so they do not pose an obstacle to foot or vehicular traffic, obscure the view from adjacent driveways, overhang the property of another or cause nuisance and/or damage to adjacent properties.
- iv. Volunteer trees (trees that grow on their own as weeds) within four feet (4') of the property line must be removed.
- v. Dead trees, shrubs and other plants must be removed within a reasonable period of time (normally within thirty [30] days). All stumps must be removed along with the tree. The resulting bed must be filled in and seeded or landscaped.
- vi. Homeowners are responsible for the pruning of the trees on their property and branches that overhang their property.
- vii. Homeowners will maintain adequate ground cover (e.g., grass, plants, ground covers) to prevent soil erosion on all property – front, side, and rear.
- viii. Shrub beds must be mulched to deter weeds. Landscaping stones may also be used in the place of mulch; however, a border must be used when using stones to keep the stones inside the planting bed.

B. NO APPROVAL REQUIRED

- i. When removing a live or dead tree, as a safety measure, the stump must also be removed and the area reseeded or relandscaped.
- ii. Hedges or bushes as a property divider in single-family homes, but they must be kept inside the property line and well maintained.
- iii. Landscaping beds in front or side yards that take up a total of less than 50% of the front or side yard with the exception of garage townhomes. Garage townhomes may landscape 100% of the front yard without approval.

- 4) Although ACC approval is required, standard bathroom or clothes dryer vents which exist on an exterior wall can be approved.
 - 5) Radon vent pipes run on the outside of the house may be permitted after approval and following these strict guidelines:
 - Located at the rear or side rear corner of the structure;
 - Mirrors and follows existing downspout;
 - Painted to match downspout color exactly; and,
 - Radon vents must be the same color as the trim of the home and run parallel to the downspout.
- ii. Solar panels must meet the following guidelines to be approved:
- 1) Solar units not mounted on the roof (ground mounted) must be installed a minimum of three feet (3') from all property lines. Ground mounted solar units will be permitted in the rear yard only and must be concealed from neighbors' view.
 - 2) Aluminum trim, if used and visible, must be anodized or otherwise color treated to match the structure and materials adjacent to it.
 - 3) Solar collectors must be installed on the plane of the roof material (flush mounted), unless to do so would result in inadequate energy collection. Should this be the case, the homeowner must provide documentation to support the fact that the roof is an unsuitable location.
 - 4) Solar units must be firmly secured to the roof in accordance with all applicable building codes.
 - 5) All exterior plumbing lines should be painted in a color scheme consistent with the structure and materials adjacent to the pipes (i.e., pipes on walls should be painted the color of the walls while roof plumbing should be the color of the roof).
 - 6) A sample or illustrated brochure of the proposed solar unit, which clearly depicts the unit and defines the materials used, should be submitted with the application.
 - 7) Construction drawings for the proposed installation should be provided. They should be drawn to show the location and number of collectors, attachment to roof structure and location of any other exterior system components.
 - 8) Calculations should be provided showing the number and area of the collectors required.

C. PROHIBITED CONDITIONS

- i. Individual air-conditioning or fan units extending from windows in such a manner that would prohibit the installation of a window screen.
- ii. Solar heating panels that do not meet the above criteria.
- iii. Any exposed radon or ventilation pipe run on the front or front side of any home.

9. HOUSE NUMBERS AND FIXTURES

A. GENERAL

- i. House numbers must be displayed in a conspicuous place that is unobstructed and clearly readable from the street named in the official address of the structure.

but must be buried underground and directed away from adjacent properties. NOTE: As the community utilizes buried utility feeds (sewer, water, electric, phone, and cable), it is the homeowner's responsibility to contact utility companies to mark the area in which lines are run prior to digging. It is the homeowner's responsibility and Maryland law to contact *Miss Utility* at (800) 257-7777 to mark the area in which lines are run prior to digging. *Miss Utility* is a free service.

- iv. Tubing in front yard may be used above-ground during construction or in emergencies on a temporary basis only, not to exceed ninety (90) days.
- v. Tubing may be used above-ground in rear and side yards up to four feet (4') long.

C. APPROVAL REQUIRED

- i. Installation of gutters or downspouts whose color, design, or material does not match the existing gutter or downspouts. Any installation of additional gutters or downspouts to a home requires approval.
- ii. If a downspout extension in the front yard discharges above ground or if more than four feet (4') is visible, approval must be obtained from the ACC.

D. PROHIBITED CONDITIONS

- i. Digging to bury drainage tubing without contacting utility companies to mark lines is prohibited.
- ii. Tubing in side/rear yards in excess of four feet (4') in length.

8. HEATING AND COOLING/VENTILATION SYSTEMS (including Radon Vents)

A. NO APPROVAL REQUIRED

- i. Replacement of exterior heating and cooling units with units in the same design and location.
- ii. Replacement of builder-installed attic and exhaust fans with units in the same design and location.
- iii. Attic fans must have a low profile and be installed on the rear slope of the roof.
- iv. Attic and exhaust fans must not produce noise audible from:
 - 1) within a neighbor's home, or
 - 2) at ground level on a neighboring lot.
- v. Attic fans must be painted to match the roof color.
- vi. Exterior components of Heating Ventilation Air Conditioning (HVAC) units may be relocated or added if there is no adverse impact to adjoining properties (as determined by the ACC and/or Board of Directors).

B. APPROVAL REQUIRED WITH NEIGHBORS' SIGNATURES

- i. All ventilation systems including, but not limited to, radon ventilation systems, must be approved by the ACC prior to installation. To be approved, the following guidelines must be complied with:
 - 1) The ventilation exhaust pipe should not be visible on the exterior of the home except where the pipe exits the roof, or a downspout may be used which matches the existing downspout. Pipe exiting the roof must be painted to blend with the color of the roof.
 - 2) All fans/pumps must be contained within the structure of the home.
 - 3) Extension of pipe above the roof may not exceed twenty-four inches (24").

- 5) Only single-family homes are permitted front yard fences. When a zero property line is involved, the fence must be kept three feet (3') inside the property on the side involving the driveway of the adjoining property. Only a split-rail fence will be permitted for a front yard fence. It may have two (2) or three (3) rails with a maximum height of forty-two inches (42") (posts and/or rails cannot exceed forty-two inches [42"]).
- 6) Plans for any gate must be indicated on the Architectural Change Request form, including what the gate will look like and its dimensions.

ii. Townhome Fences:

- 1) The chosen style of fence for all townhomes in the community is Wyngate (also known as alternating board or board-on-board) privacy fencing.
- 2) Only backyard fences are permitted.
- 3) The starting point of the fence will be the rear building line of the house. Corner lots may extend a fence to the side property line when not a shared property line with another homeowner unless the ACC determines it is not in the Community's best interest to permit such an extension.
- 4) Wyngate-style fences must have a capboard.
- 5) Fencing on townhome lots may be six feet (6') tall, or five feet (5') tall with twelve inches (12") of lattice work at the top. The total fence height must not exceed six feet (6').
- 6) The finished side of the fence shall face out from the property lines.
- 7) Each vertical support post with flat top must be capped with metal/vinyl protectors.
- 8) Plans for any gate must be indicated on the Architectural Change Request form, including what the gate will look like and its dimensions.

D. ***PROHIBITED CONDITIONS***

- i. Chain link and other metal or wire fencing.
- ii. Any color, material, or style not in conformance with above guidelines.
- iii. The painting or opaque staining of any fence is specifically prohibited.
- iv. Sections of fencing (e.g., running along driveway or lead walk, or at lot corners) are not permitted.

7. ***GUTTERS AND DOWNSPOUTS***

A. ***GENERAL***

- i. No drainage pattern may be allowed in a manner that negatively impacts adjacent properties.

B. ***NO APPROVAL REQUIRED***

- i. Replacement of gutters and downspouts with those of the same color, design, and material.
- ii. Installation of gutter guards whose color matches that of the existing gutter and/or roofing shingles.
- iii. Installation or replacement of buried drainage tubing. Additional tubing may be installed to facilitate drainage,

locust, pressure treated natural wood or composite materials (commonly known as "Trex").

- ii. All fences must adhere to all County Codes and permit requirements. It is the homeowner's responsibility to ensure compliance.
- iii. All townhomes in the community were built with Wyngate-style (also known as alternating board and board-on-board) privacy fencing. This is the chosen style for townhomes in the community.
- iv. All fences and gates for townhomes and single-family homes require ACC approval. This includes fencing to hide utility boxes and trash cans or any other fenced enclosure.
- v. The maximum height for all backyard fences is six feet (6') or seventy-two inches (72").
- vi. Fences must be constructed within the home's property lines.
- vii. Fences installed over easement areas will be subject to removal at the homeowners' expense if access to the easement area is required. The homeowner is responsible for knowing where all easements are and will be responsible for all costs associated with removal and reinstallation or replacement of fence.
- viii. In order to attach your fence to your neighbor's fence, prior written permission must be obtained from each adjoining neighbor.
- ix. Wyngate-style fences must have a capboard.
- x. Each vertical support post with flat top must be capped with metal/vinyl protectors.
- xi. Plans for any gate must be indicated on the Architectural Change Request form, including what the gate will look like and its dimensions.

B. NO APPROVAL REQUIRED

- i. Clear, oil or water-based protectant can be applied to fences without ACC approval. Transparent or semi-transparent wood tone stain which allows the grain to show through may be applied to fences without ACC approval.
- ii. There is no approval necessary if replacing rotted wood sections of the fence with the same style, shape, pattern and material consistent with the original.

C. APPROVAL REQUIRED WITH NEIGHBORS' SIGNATURES

Single-Family Home Fences:

- 1) Backyard fences for single-family homes may only be two (2) or three (3) rail split-rail, alternating board-on-board (Wyngate-style) or picket.
- 2) Backyard fences may extend forward of the rear building line of the home by no more than three feet (3').
- 3) Unless otherwise indicated herein, the minimum height for all backyard fences is forty-two inches (42") and the maximum height of all backyard fences, including posts, is six feet (6').
- 4) The following guidelines will apply to picket fences only: Approved picket fence style is Fredericktowne Picket. The stabilizing posts may have a decorative top and must be seventy inches (70") tall. The pickets must be three and one-half inches (3 1/2") wide and installed in a half-moon style with the height of the picket ranging from fifty-four inches (54") to sixty inches (60"). All picket fences must be constructed of pressure-treated wood or may be made of composite material such as "Trex". The finished side of the fence shall face out from the property lines.

C. **PROHIBITED CONDITIONS** (also see "**SECURITY DEVICES PROHIBITED CONDITIONS**")

i. Front, Side and Rear Entry Doors:

- 1) The front door on townhouses cannot be stained or have a wood tone finish. The color must match the approved color scheme of the home.
- 2) Any door or sidelight constructed with stained and/or colored glass.

ii. Storm/Screen Doors:

- 1) Unpainted wood or metal storm/screen doors. Wrought-iron or other grills on doors or windows giving the appearance of security bars (as determined by the ACC). Mullions must match windows.

iii. Garage Doors:

- 1) Doors with a wood-tone finish.

iv. Windows:

- 1) Wrought-iron or other grills on doors or windows giving the appearance of security bars (as determined by the ACC).
- 2) Windows may not have a wood tone finish.

v. Handrails for front walks:

- 1) Handrails with ornate or decorative grillwork.
- 2) Handrails that are constructed of non-metal materials.
- 3) Handrails painted any color except black or dark grey.

5. **DRIVEWAYS**

A. **NO APPROVAL REQUIRED**

- i. Sealing driveways with a material compatible with the driveway type.

B. **APPROVAL REQUIRED WITH NEIGHBORS' SIGNATURES**

- i. Replacement of a driveway with one of a different color, design or material than that of the original.
- ii. Extensions, widening or re-routing of driveways for single-family homes will be reviewed on a case-by-case basis by the ACC. The ACC will consider, among other criteria, the aesthetic appearance, the impact on neighboring homes and storm water runoff.

C. **PROHIBITED CONDITIONS**

- i. Extending, widening or re-routing of driveways on townhomes is prohibited.

6. **FENCES**

A. **GENERAL**

- i. All wooden components of fences must be made of a high quality, pressure-treated wood (rot-resistant cedar,

iv. Windows:

- 1) Must be replaced with wood, metal or vinyl. The windows must be replaced with the same color, style and configuration of panels as the original. Metal/vinyl storm windows can be installed on the inside of the existing window.
- 2) Mullions may be removed from windows provided that they are removed from all windows on the home, including any windows in doors. Otherwise, mullions must be installed on all windows including windows in doors and may not vary in size or style from those installed by the original builder. Mullions must be kept in good repair at all times.

v. Skylights

- 1) Replacement of existing skylight with one of same style and dimensions.

vi. Handrails:

- 1) Replacement handrails are to be identical to those installed by the builder.

B. APPROVAL REQUIRED WITH NEIGHBORS' SIGNATURES

i. Front, Side and Rear Entry Doors:

- 1) Doors of a different style, color or material than outlined above. Stained wood doors will be considered for single-family homes only. Note: rear sliding glass doors may be replaced with French doors upon approval of the ACC.
- 2) Sidelights may be added or modified. The trim around the sidelights and the panes, if any, must match the color of the trim on the home. The style of glass in the sidelights must match that of the window, if any, in the front door.

ii. Storm/Screen Doors:

- 1) Doors of a different style, color or material than outlined above.
- 2) Doors with etched glass instead of or in addition to clear glass.

iii. Garage Doors:

- 1) Doors of a different style, color or material than outlined above including windows added.

iv. Windows:

- 1) Windows of a different style, color or material than outlined above.

v. Skylights:

- 1) Installation of a new skylight or a change in dimension. Approval will be granted on a case-by-case basis. The ACC will consider factors such as harmony of design and size among other factors.

vi. Handrails:

- 1) New handrail(s) on a home that did not originally have one.
- 2) Composite handrail materials.

- 9) Semi-transparent wood-tone stain which allows the wood grain to show through may be applied to decks with approval of the ACC.

ii. Rear Porches (single-family homes only)

- 1) Must adhere to all Montgomery County Code and permit requirements.
- 2) Details regarding dimensions, materials to be used, roofing, drainage, decorative trim, screens, lighting and any other design features must be included on the Architectural Change Request.
- 3) Rear porches are permitted on single-family homes only.

C. ***PROHIBITED CONDITIONS (Includes all residences unless otherwise noted)***

i. Decks:

- 1) The painting or opaque staining of decks.
- 2) The staining of any deck is specifically prohibited, except as specified in Section 3.A above.
- 3) Screened or glassed-in enclosures are not permitted above or below townhouse decks.

4. **DOORS /WINDOWS/HANDRAILS (GARAGE, STORM, SECURITY, FRONT, REAR)**

A. ***NO APPROVAL REQUIRED***

i. Front, Side and Rear Entry Doors:

- 1) Front, side and rear entry doors on homes must be replaced with doors of the same style and color as the original door. The material may be vinyl, aluminum, fiberglass or steel.
- 2) Any door constructed with fan-shaped, rectangular or oval glass window(s), provided that the glass is not colored or stained. Etched or frosted glass is acceptable. The total square foot size of the window may not exceed 75% of the total square foot size of the door.

ii. Storm/Screen Doors:

- 1) Full or half-view vinyl/metal storm/screen doors (see "Glossary of Terms") which must be the same color as the entry door, siding, shutters, or any approved trim color on the home or **white**, and must have clear, not etched, glass.
- 2) Doors with etched glass must be approved by the ACC.
- 3) Security doors with mullions (like windows) are acceptable.

iii. Garage Doors:

- 1) Must be replaced with either wood, metal or vinyl. The garage door must be replaced with the same color, style and configuration of panels as the original. In cases in which the builder-installed door is no longer available, the ACC will evaluate on a case-by-case basis and approval must be requested from the ACC.
- 2) Garage doors may not have a wood tone finish.

- 1) Composting enclosure is store-bought, catalog order or supplied by Montgomery County.
- 2) Enclosure is dark earth-tone in color (e.g., brown, green, or gray).
- 3) Enclosure is placed so that it is not visible from the front of the property.

B. PROHIBITED CONDITIONS

- i. Any composting enclosure other than that described above.
- ii. Composting activity which negatively affects neighbors (e.g. odor and animal attraction).

3. DECKS AND REAR PORCHES

(Requires Montgomery County Permit and approval with neighbors' signatures).

A. MAINTENANCE AND APPEARANCE

- i. All wooden components of decks must be made of a high quality, pressure-treated wood, rot resistant cedar or commercially manufactured composite material designed for such purposes.
- ii. Any clear and colorless oil or water-based protectant may be applied to the wooden components of the deck without ACC approval. Transparent wood protectant may be applied to decks without ACC approval. No paint or product that may eventually peel or flake may be applied.
- iii. Semi-transparent wood-tone stain which allows the wood grain to show through may be applied to decks with approval of the ACC.

B. APPROVAL REQUIRED WITH NEIGHBORS' SIGNATURES

i. Decks:

- 1) Must adhere to all Montgomery County Code and permit requirements.
- 2) Details regarding dimensions, materials to be used, railing detail, and decorative trim must be included on the Architectural Change Request. Projections (e.g., pergolas, armadas, privacy screens and gazebos) will be approved on single-family homes only. Details regarding the projection(s) must be included on the Architectural Change Request.
- 3) A six inch (6") setback from all party walls is required for all decks.
- 4) Must only be constructed of rot resistant cedar, pressure-treated natural wood or composite materials such as "Trex". Decks constructed of composite materials must be gray, brown, or white.
- 5) Privacy screening may be installed on decks provided that the total height of the deck railing and screen combined does not exceed a total of seven feet (7') in height. All screening must be lattice-style and kept in good repair. The lattice must be an open mesh type to allow for light and air flow.
- 6) Enclosures on single-family home decks (see rear porches).
- 7) Repair or replacing all or any portion of a deck with a material different than the original requires ACC approval.
- 8) Lattice work as a screen between the deck flooring and the ground is acceptable if kept in proper repair. However, at no point may the lattice be taller than five feet (5') as measured from the ground to the top of the lattice. Any screening should be indicated on the Architectural Change Request.

V. ARCHITECTURAL GUIDELINES

1. ANTENNAE AND SATELLITE DISHES

A. GENERAL

i. Definitions:

- 1) **DBS** (Direct Broadcast Satellite Services) - Dish antennae one (1) meter or less in diameter for satellite signal reception. One meter is defined as thirty-nine point thirty-seven inches (39.37").
- 2) **TVBS** (Television Broadcast Signals) - Television antennae formed by metal rods for television signal reception.
- 3) **CTV** (Cable TV Service) - Underground or above ground telephone pole service line feed.

B. NO APPROVAL REQUIRED

- i. DBS dishes may be installed, provided that all efforts are made to locate the dish to the rear of the home and to limit the visual impact on adjoining homes to the greatest extent possible so long as the dish can receive an acceptable signal.
- ii. The preferred location for the satellite dish is the rear roof or on the ground at the rear of the home.
- iii. Dish must be of a neutral color (e.g., gray, tan or black) and no greater than one (1) meter (thirty-nine point thirty-seven inches (39.37") or less in diameter.
- iv. All exposed wiring or cable associated with any of the three (3) above outlined television transmission receptions (DBS/CTV) will be strictly limited to twenty-four inches (24") of total wire/cable exposed for each of the respective receivers on the exterior of any home. Wiring/cable in excess of twenty-four inches (24") must be hidden behind siding or downspouts, or painted/camouflaged so as to match the background color.

C. APPROVAL REQUIRED

- i. Any other antennae not covered by the Telecommunications Act of 1996.

D. PROHIBITED CONDITIONS

- i. DBS dishes or any satellite dish larger than one (1) meter (thirty-nine point thirty-seven inches (39.37")) in diameter.
- ii. Satellite dishes/antennae no longer in good exterior condition or not in service must be removed, including all associated hardware (brackets, junction boxes, and cables).
- iii. No satellite dish may be installed in the front yard of a house unless such installation is the only alternative that permits the dish to receive an acceptable satellite signal.
- iv. Radio or short wave *transmission* antennae are prohibited.

2. COMPOSTING ENCLOSURES

A. APPROVAL REQUIRED

- i. Composting enclosures require ACC approval prior to installation. Submitted applications will be reviewed on a case-by-case basis and may be approved if the enclosure is consistent with, but not limited to, the following:

Revised: July 19, 2005
Revised: June 20, 2006
Revised: September 28, 2006
Revised: November 21, 2006
Effective: November 21, 2006
Draft Revisions: April 14, 2009
Effective: July 1, 2009
Amended: January 18, 2011
Effective: March 1, 2011
Revised: April 24, 2014
Revised: August 29, 2016
Revised: October 4, 2017
Revised: November 21, 2017

APPROVED ARCHITECTURAL GUIDELINES

LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION

SILVER SPRING, MARYLAND

2. Hazardous vehicles, improperly parked vehicles, or any vehicle parked in another homeowner's reserved parking space or on unpaved common ground will be subject to immediate tow without prior warning.
3. All vehicles parked in violation of these rules, with the exception of those described in Item 2 above, will be posted with a warning prior to tow. The person designated to enforce these rules by the Board ("Board's designee") shall attach a written notice of violation to any vehicle parked in violation of any provision of these rules. The Notice shall contain (1) the time and date of violation, (2) location and nature of violation. The notice shall also contain a specific warning that the vehicle is subject to immediate removal by towing, pursuant to these rules.

After attaching the notice, if the vehicle has not been removed within seven (7) calendar days, the Board's designee shall have the vehicle removed by towing.

4. Violations of these rules may be referred to the Board for other enforcement, in addition to towing of the vehicle.
5. Reserved parking privileges may be revoked if any balance is due to the Association equal to or greater than \$150 and/or if an architectural or maintenance violation exists at the Unit or property to which the reserved parking space has been assigned. A fee to revoke and reinstate reserved parking privileges will be assessed to the unit owner and must be paid before reserved parking privileges are reinstated. Reserved parking privileges will be reinstated once the account balance is paid in full and/or the architectural or maintenance violation has been corrected.

Adopted by the Board of Directors this 19th day of July, 2011.

/s/ Doreene Sieger
Signature, Board Secretary

7/19/11
Date

recreational vehicles, improperly parked vehicles, junked/abandoned vehicles, stored vehicles, trailers, trucks. Canoes and kayaks are permitted, provided they are attached to the roof of an approved vehicle.

3. Only vehicles displaying valid state-issued handicapped license plates or permits may use parking spaces designated for handicapped parking with signs.
4. No vehicle shall be parked in such a way as to occupy more than one parking space or so as to obstruct any other parking space, any driveway or any other portion of the common property. Vehicles may be parked on paved surfaces only.
5. Vehicles operated on the common property shall be operated in a safe and prudent manner, at speeds not exceeding posted limits, and in compliance with all traffic and parking control signs.
6. All vehicles on the common property must display current license plates.
7. Except for minor emergency repairs, the maintenance or repair of vehicles, including the drainage of any vehicle fluids, is prohibited on the common property.
8. No signs, numbers or other marks or symbols shall be displayed on the parking areas except for those approved or required by the Association or required by any governmental authority. Items (e.g. fire cones, chairs) may not be placed in parking areas or spaces to reserve spots for vehicles.
9. Parking spaces shall not be used for storage or for any purpose other than the parking of vehicles in accordance with these rules.
10. No unit may park more than two (2) approved vehicles in the community at any one time. "In the community" means all areas in the development, including but not limited to all common property, and the sides of the streets. Vehicles in excess of two may be parked in the pool and tennis court parking lots.
11. Repeated presence of a stored vehicle for periods of less than 14 days will amount to fulfilling the 14-day requirement within the discretion of the Board of Directors. In such circumstances, the owner of the subject vehicle will be given notice to remove the vehicle permanently within a reasonable time.

C. ENFORCEMENT

1. All violations which cannot be verified by visual inspection (e.g. stored vehicles) must be put in writing to Management. All other violations may be called in to Management for enforcement action as described below.

Commercial vehicles are also those which display lettering which exceeds five inches (5") in height or four lines.

10. Hazard - Any vehicle parked in an area that can impede access of emergency vehicles, or any vehicle parked in a designated "No Parking Zone" or fire lane.
11. House Trailer/Motor Home/Recreational Vehicle - Any self-propelled vehicle that can be or is used as a temporary or permanent dwelling.
12. Improperly Parked Vehicle - Any vehicle parked with one or more wheels on a sidewalk, in a "No Parking Zone" or so as to obstruct access to another homeowner's reserved parking space or driveway. Vehicles may not be parked straddling lines or diagonally in parking spaces unless all affected spaces have been assigned to the same home and no more than two parking spaces are occupied by vehicles of that same household at any time.
13. Junked/Abandoned Vehicles - A vehicle that meets any of the following criteria: is inoperable, which has major components missing, which does not display current registration plates, which has one or more flat tires and/or is left parked in the same location for 30 days or more.
14. Stored Vehicle - Any vehicle, including those with covers, which remains stationary in the common parking areas or drive lanes for a period exceeding fourteen (14) days.
15. Trailer - A trailer is any vehicle without motive power that is drawn by another vehicle having motive power.
16. Truck - Any vehicle which meets one or more of the following criteria:
 - a. with a load capacity greater than 1 ton;
 - b. which has more than two (2) axles OR four (4) wheels;
 - c. which has wheels (not tires) with a diameter in excess of sixteen and one-half inches (16 ½");
 - d. is a step van;
 - e. is greater than seven feet (7') in height;
 - f. which does not completely fit within the boundaries of a single parking space.
17. Unit - Defined as any single-family living space, including but not limited to single-family home, townhome, condominium or other living space in the community.

B. PARKING AND OPERATING OF VEHICLES

1. Only Approved Vehicles may be parked on the parking areas.
2. Unapproved Vehicles may not be parked on the common areas, or in private driveways, visible from the common areas. Unapproved vehicles include (but are not limited to) boats, campers, camper trucks, commercial vehicles, hazardous vehicles, house trailers, motor homes,

LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION, INC.
POLICY RESOLUTION
VEHICLE RULES

Approved: September 15, 1981
Amended: March 21, 2000
Amended: January 18, 2011
Amended: July 19, 2011
Effective: July 19, 2011

WHEREAS, Article III of the Declaration assigns responsibility for the administration of the common property to the Association; and

WHEREAS, Article III, Section 3 (c) (2) of the Declaration provides that the Board may adopt rules and regulations for the use of the common property; and

WHEREAS, the Board, in order to ensure the efficient, proper and safe use of all parking areas, roadways, and other common property, wishes to adopt a comprehensive set of rules regulating the use of such areas.

NOW THEREFORE, the Board adopts the Vehicle Rules, bearing the effective date of July 19, 2011.

A. DEFINITIONS

1. **Approved Vehicles** - Those vehicles that may be parked on common areas or in private driveways. These are limited to any conventional passenger automobile, motorcycle, van or pick-up truck.
2. **Unapproved Vehicles** - Those vehicles which are not permitted to be parked on the common areas or in private driveways.
3. **Motorcycle** - Motorcycles are considered vehicles for the purpose of these rules.
4. **Van** - Any vehicle with solid side panels (instead of windows), which fits within the confines of a single parking space and is not considered to be a commercial vehicle or truck as defined below.
5. **Pick-Up Trucks** - Pick-up trucks are considered approved vehicles for the purpose of these rules, provided they are not considered to be commercial vehicles or trucks as defined below.
6. **Boat** - Self-explanatory.
7. **Camper** - A camper is any vehicle drawn by a car or truck and is used as a temporary or permanent dwelling.
8. **Camper Truck** - A camper truck is any self-propelled camper.
9. **Commercial Vehicle** - Any vehicle which openly displays any ladders, pipes, lumber or other construction material, equipment or debris, including pick-up trucks or vans which carry such materials.

G. Conflict.

In the event that any provision of this policy shall be inconsistent with the Association's Declaration, the Declaration shall prevail.

H. Effective Date.

This resolution shall be effective thirty (30) days from the date of adoption, shall apply to collection of Assessments due on or after such date, and shall remain in effect until otherwise rescinded, modified or amended by the majority of the Board of Directors.

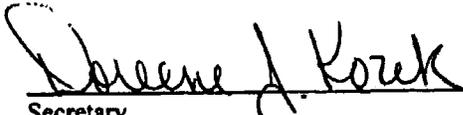
I. Severability.

The provisions of this resolution are severable, so that, if any provision or provisions hereof shall be held to be unreasonable, unlawful, or unenforceable, such holding shall not impair the remaining provisions. If any provision hereof is held to be too broad or unreasonable in duration, scope, or character of restriction to be enforced, such provision shall be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by law.

This resolution was adopted this, the 15th day of September, 2015.



President



Secretary

V. MISCELLANEOUS

A. Restoration Assessment.

In accordance with Article VI, Section 2(b) of the Association's Declaration, if an Owner shall fail to maintain their premises, after notice to the owner, the Association shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior building. All costs associated with the repair or restoration shall become a Restoration Assessment and shall be regarded as any other assessment and collectible in the manner set forth in this Policy.

B. Payment Methods.

For the Owner's convenience, the Board of Directors may authorize payment of Assessments through direct debit, credit card, or via electronic transfer from the Owner's bank account.

C. Coupon Book.

The Association may provide each Owner a coupon book or monthly bill indicating the amount of installment due. Non-receipt by an Owner of a bill or coupon book for payment shall in no way relieve an Owner of the obligation to pay the Installment by the Due Date.

D. No Exemption for Waiver of Use of the Common Areas or Lot Abandonment.

No Owner may exempt himself from liability to pay any assessment when due by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Lot.

E. Notice to Owner(s).

(1) All documents, correspondence and notices relating to Assessments and related matters shall be mailed to the Owner at the address that appears on the books and records of the Association. A roster of the current name and address of each member shall be kept by the Association.

(2) Alternate Address. If the Owner no longer resides at the property address and would like all documents, correspondence and notices relating to Assessments to be mailed to an alternate address, such request shall be made in writing to the Managing Agent and the Board of Directors at least thirty (30) days prior to the desired change of mailing. The Owner shall bear the cost of re-printing coupon booklets to reflect the change to an alternate mailing address, if any.

(3) If the Owner provides no forwarding or alternate address, the Association presumes and will continue to send all documents, correspondence and notices concerning Assessments and related materials to the Owner's property address. The Association assumes no responsibility for locating an Owner's alternative address.

F. Capitalized Terms.

Certain capitalized terms used herein, unless otherwise defined herein, shall have the meanings specified for such terms in the Declaration.

K. Waiver of Fees/Payment Plans.

(1) The Board of Directors may, in its sole discretion, but is in no way obligated to, grant a waiver of any provision herein or agree to a payment plan upon written request by an Owner. The Board of Directors may further delegate the ability to waive fees or to enter into a payment plan to its management company and/or the Association's attorney.

(2) Such relief granted shall be appropriately documented in the records of the Association.

L. Communications.

Once the delinquent account is turned over to the Association's attorney for collection, all communication from the delinquent Owner regarding his or her account shall be directed to the Association's attorney.

III. REVOCATION OF PRIVILEGES

A. Suspension of Right to Vote.

In accordance with Article V, Section 6 of the Association's Declaration, an Owner's voting right is suspended if the Owner is thirty (30) days delinquent in any payment due to the Association. The suspension of voting rights will continue until the account is paid in full.

B. Use of Recreational Facilities.

In accordance with Article V, Section 6 of the Association's Declaration, an Owner's right to use the recreational facilities is suspended if any Installment is not paid within thirty (30) days. The suspension of an Owner's right to use any recreational facilities will continue until the account is paid in full.

C. Suspension of Parking Privileges.

In accordance with Article III, Section 3(c)(9) of the Declaration, when an Owner's account balance exceeds \$150.00 the Association may revoke that Owner's reserved parking privileges. Once the reserved parking space is revoked, the Owner will be subject to a \$100 charge to remove and then repaint the reserved parking designation in the Owner's reserved parking space. The Owner's reserved parking privileges will be reinstated once the Owner's account balance is \$0.

IV. PRIORITY OF PAYMENTS

Payments received from an Owner will be credited to the Owner's account according to the following order of priority:

1. Collection costs
2. Interest
3. Special assessment
4. Assessment
5. Other assessments
6. Other charges properly assessed

recording taxes. No lien will be released until the full amount owed on the account is paid, including outstanding interest, cost of collection, and other charges.

H. Collection Suit.

(1) Filing of Civil Suit. The Association may file a civil suit in the appropriate Montgomery County court against the delinquent Owner on the basis of the Owner's personal contractual obligation to pay Assessments, interest and other costs. The suit will seek a judgment for all fees included in the Lien, the costs and fees associated with filing the lien, plus additional charges that may become due after the filing of the Lien.

(2) Owner Responsibility for all Costs of Collections. All costs of collections, including, but not limited to, the costs of the preparation of any notices prepared by the attorney, all filing fees and private process server costs, will be added to the delinquent Owner's account.

(3) Execution Upon Judgment. Upon entry of judgment against the Owner, the Association may commence execution upon the judgment, including, but not limited to, garnishment of wages, garnishment of bank account(s), certificates of deposit, and attachment of the Owner's real and personal property. If the Lot is a rental property, the Association may garnish the rents from the tenant to pay the judgment owed to the Association.

I. Foreclosure.

The Association may additionally, pursuant to Article V, Section 6 of the Declaration, authorize its attorney to commence proceedings to enforce and foreclose upon the Lien placed against the Lot owned by the delinquent Owner in accordance with the provisions of the Maryland Contract Lien Act.

(1) The Owner shall be responsible for all costs and fees incurred in the foreclosure proceedings.

(2) Under the authority provided by the Maryland Contract Lien Act and the governing documents of the Association, the delinquent Owner may have his/her Lot sold at foreclosure and the Occupants evicted from the Lot.

J. Returned Checks.

(1) If the Association receives from any Owner, in any fiscal year, two (2) or more returned checks for payment of Assessments, the Board of Directors may require that all future payments be made by certified check, cashier's check or money order for the remainder of the fiscal year.

(2) BAD CHECK FEE. The Owner shall be levied and obligated for a thirty-five dollar (\$35) charge or the maximum permitted by law, if greater, for any check or any payment from any payment method authorized by the Board of Directors that is returned by the bank for 'insufficient funds,' which fee shall be posted to the Owner's account.

(3) Criminal Prosecution. Additionally, the Association reserves the right to criminally prosecute any Owner for the passing of "bad checks" under the Maryland Bad Check Statute.

B. 30-Day Notice of Delinquency.

After the account is thirty (30) days past due, a delinquency notice demanding past due Assessments, interest, costs of collection and other allowable charges may be sent by first class mail to any Owner whose account is delinquent. The cost incurred in the preparation of the delinquency notice is deemed to be a cost of collection.

C. Acceleration.

In the event that any Installment is late, the remaining Installments may be accelerated and declared due and payable through the current fiscal year pursuant to Article V, Section 6 of the Declaration.

D. Referral to Attorney for Further Collection.

When the Owner's account is over ninety (90) days past due, or when otherwise determined appropriate by the Board of Directors, the delinquent account may be referred to the Association's attorney to proceed with further legal action, which may include, but not be limited to, the filing of a lien against the Lot and/or the filing of a civil suit against the Owner.

E. Demand Letter.

The Association or its attorney may forward the Owner an initial Demand Letter, informing the Owner of the outstanding amount owed and the possible consequences of continued non-payment. The Association's attorney and/or the Board of Directors, as either determines appropriate, may forego sending the Demand Letter and proceed directly with the preparation of a Notice of Intent to Create a Lien and/or filing of a civil suit. The cost incurred in the preparation and mailing of the Demand Letter is deemed to be a cost of collection.

F. Notice of Intent to Create Lien.

The Association may forward a Notice of Acceleration/Intention to Create a Lien ("NOI") to the delinquent Owner in accordance with the provisions and procedures set forth in the Maryland Contract Lien Act and any additional costs incurred shall become the responsibility of the Owner.

G. Filing of Lien.

(1) If payment in full as stated in the NOI, including interest, and costs, fees, collection costs and other allowable charges incurred are not received by the Association within thirty (30) days after the NOI is served upon the delinquent Owner, then a Statement of Association Lien ("Lien") may be recorded in the Land Records of Montgomery County, Maryland against the Lot, in accordance with the Maryland Contract Lien Act.

(2) Fees. The Lien shall be filed for and include the amount of past due assessments, unpaid accelerated Assessments, together with interest at a rate equal to the maximum rate of interest permitted under the laws of the State of Maryland, actual costs of collection, including the costs of preparing delinquency notices and a Demand Notice, the costs of preparing and serving the NOI and the preparation of the Lien and any permitted charges assessed against the Owner. The Owner is also responsible for all fees incurred in the filing and releasing of a recorded lien, including, but not limited to, filing fees and

LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION, INC.
PROCEDURE FOR COLLECTION OF ASSESSMENTS

WHEREAS, Article V, Section 1 of the Declaration of Covenants and Restrictions of Longmead Crossing ("Declaration") for the Longmead Crossing Community Services Association, Inc. ("Association") obligates each Owner of a Lot to pay annual assessments (including General and Neighborhood Assessments) and special assessments (collectively, "Assessments") imposed by the Board of Directors;

WHEREAS, Article V, Section 1 of the Declaration obligates each Owner of a Lot to pay interest and costs of collection on any unpaid Assessments;

WHEREAS, Article V, Section 1 of the Declaration establishes that payment of the Assessments and associated interest and costs of collection are not only the personal obligation of the Owner of a Lot, but are a charge on the land and a continuing lien upon the Lot;

WHEREAS, Article V, Sections 1 and 6 of the Declaration establishes certain remedies for non-payment of the Assessments, such as the acceleration of Assessments for the current fiscal year, filing an action at law against the Owner personally obligated to pay the Assessments, foreclosure of the lien on the Lot and the suspension of the right to vote and to use the recreational facilities;

WHEREAS, the Board of Directors desires to implement a standard procedure for the collection of Assessments and other allowable charges in accordance with the Declaration, as the same have been interpreted from time to time;

WHEREAS, there is a need to reconfirm and document procedures for the billing and collection of delinquent Assessments;

NOW, THEREFORE, BE IT RESOLVED that any previously adopted collection policy is hereby rescinded, and the Board of Directors hereby resolves to promulgate the following procedures and guidelines for the collection of delinquent Assessments in accordance with the Association's governing documents:

I. DUE DATE/INSTALLMENTS

Annual assessments levied by the Board of Directors shall be payable in twelve (12) monthly installments ("Installments"), with each due on the first (1st) day of each month ("Due Date"). All special assessments and fines will be collectible in the same manner as annual assessments and will be due on the date imposed or on a schedule to be determined by the Board of Directors.

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

A. Late Charge and Interest.

If any Assessment due from the Owner is not received by the Association by the fifteenth (15th) day of the month the Assessment is due, the Owner's account shall be deemed late and interest at a rate equal to the maximum rate of interest permitted under the laws of the State of Maryland, currently six percent (6%) per annum, accruing from the Due Date, will be imposed. These amounts shall be added to the Owner's account and thereafter be a part of the continuing lien for Assessments and shall be the personal obligation of the Owner until all sums due shall have been paid in full.

Directions for Paying Your Assessments On-Line

1. Before you begin, you will need the following information:
 - The name of your association
 - Your 10 digit account number with your association **
 - Either your checkbook or credit card
 - 5 minutes of your time!
2. Log into www.hoabankservices.com.
3. Click "Make Payment" on the left side of the screen under *Online Payments for Homeowners*.
4. You may either set up a one time payment via credit card or e-check or recurring payments of your assessments.

Click on *Pay as Guest* to pay by credit card (note there is a \$14.95 fee to pay by credit card and that they take VISA, Mastercard, Discover, or American Express),

Click on *Sign In or Register* to pay by e-check (recurring or one time payment) You will need to register for a user name and password first. **The recurring payment option must be renewed each year.**

Fill out the appropriate form with your association name, account number, your name and address, payment information and amount. Follow the prompts as indicated.

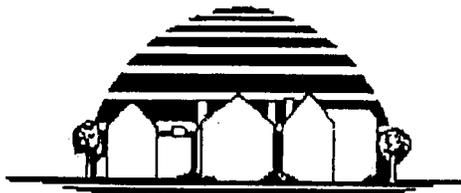
** You can find your 10 digit account number in your coupon book or by visiting your association's website if they have one.

Please remember:

Recurring payments via e-check or credit card can be set up for up to 12 months at a time. Be sure to renew your payment instructions annually.

Payments received after 8 p.m. will be credited to your account as of the next business day. Avoid late fees by ensuring that your payments are received before the late date.

That's all there is to it! If you have any questions, please feel free to call our accounting department at 301-948-6666.



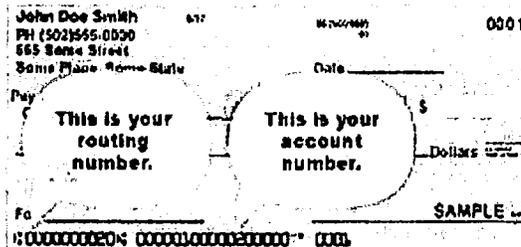
**AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENTS
(DIRECT DEBIT)**

I (We) hereby authorize **Longmead Crossing Community Services Association**, herein after called **COMPANY**, to initiate debit entries and/or correction entries to our (select one):

- Checking Account
- Savings Account

Indicated below to the depository (bank) named below, herein after called **DEPOSITORY** in the amount of:

- Current HOA/Condo Fee
(This will be adjusted as necessary in future years if the fee changes)



Depository (Bank) Name

Bank Transit/Routing Number

City and State

Bank Account Number

Start Date for Direct Withdrawal

Please note that this form must be received by the 25th of the month prior to the effective month in order to get set up on our system.

PLEASE ATTACH A VOIDED CHECK OR BANK NOTE SHOWING THE ACCOUNT NUMBER AND ABA NUMBER. DO NOT ATTACH A DEPOSIT SLIP.

DEBITS OCCUR ON THE 10TH OF THE MONTH FOR
THAT RESPECTIVE CALENDAR MONTH

Note: Returned debits will be subject to a \$30.00 NSF fee.

This authorization is to remain in full force until **COMPANY** has received written notification from me (or either of us) of its termination in such time and in such manner as to afford **COMPANY** and **DEPOSITORY** reasonable opportunity to act upon it.

Homeowner Name(s)

Property Address/Account #

E-mail Address (Needed for confirmation)

Phone Number

Signature(s)

Date

Mailing Address (if different)

Please continue making payments on your account until you receive confirmation that your direct debit has started. Contact TMGA at (301) 948-6666 if you have any questions.

Please return this form with your voided check to
20440 CENTURY BLVD, SUITE 100, GERMANTOWN, MARYLAND 20874
Fax 301-948-6663 e-mail tmgainc@tmgainc.com

Updated 10/17/17

Acct. #		
	Pool	
8200	Pool Contract - Pool I	44,200
8201	Pool Contract - Pool 2	71,183
8210	Pool Repairs/Maint - Pool I	4,000
8211	Pool Repairs/Maint - Pool II	5,000
8220	Pool Supplies - Pool I	1,000
8221	Pool Supplies - Pool II	2,000
8230	Pool Telephone - Pool I	1,780
8231	Pool Telephone - Pool II	1,780
8250	Pool Water & Sewer - Pool I	9,450
8251	Pool Water & Sewer - Pool II	16,800
8350	Electricity - Pool I	6,500
8351	Electricity - Pool II	16,000
8270	Guard Bonuses	750
	Sub-Total	180,443
	Community Room/Building	
8310	Repairs and Maintenance	2,500
8330	Improvements - Community Bldg.	1,500
9150	HVAC Maintenance	2,500
9650	Security Monitoring	2,160
9860	Janitorial Services	4,440
9850	Social Director	2,400
	Sub-Total	15,500
	Reserve Contributions	
6999	Reserve Contributions - Replacements	42,000
	Sub-Total	42,000
	Site Maintenance and Repairs	
9010	Tree Maintenance	22,000
9011	Developmental Tree Maintenance	25,000
9090	Street Light Repair	3,000
9110	Site Maintenance	10,000
9114	Homeowner Self-Help Expenses	4,500
9115	Improvements - Landscaping	16,204
9116	Improvements - Other	7,500
	Sub-Total	88,204
	Contract Services	
9610	Lawn Contract	194,629
9611	Lawn Contract - ICC Right-of-Ways	5,047
	Pond Maintenance	6,389
9660	Covenant Patrol	74,675
9700	Trash Removal	114,641
9750	Extermination	500
9800	Snow Removal	119,723
	Sub-Total	515,604
	TOTAL EXPENSES	1,262,012
	NET INCOME/(LOSS)	0

LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION
2018 APPROVED OPERATING BUDGET

<u>Assessments (per unit per month):</u>	2018 Assessment
Cluster 8 (36 homes)	\$43.00
Rest of Homes (1,256 homes)	\$65.40
Wintergate at Longmead (456 homes)	\$23.35
Longmead Crossing Condos (240 homes)	\$23.35
Acct. #	
INCOME	
6310 Assessment Income	1,004,285
6327 Assessment Income - Wintergate	127,771
6328 Assessment Income - LCCA	67,248
6330 Clubhouse Rental Income	18,000
6333 Pool Guest Pass Income	200
6334 Outside Pool Membership Income	0
6338 Security Patrol Reimbursement	8,961
6350 Legal Fees Reimbursement	16,000
6360 Certified/Lien/NSF Income	6,000
6361 Lien Income	3,500
6363 Posting Income	3,000
6386 Misc. Income - H/O self-help	2,000
6910 Interest Income - Operating	0
6912 Transfer of ICC Funds	5,047
TOTAL INCOME	1,262,012
EXPENSES	
General and Administrative	
7100 Management Fees	177,648
7101 Architectural Inspections & Enforcement	25,000
7140 Audit Fees	6,850
7160 Legal Expenses - Homeowner	32,000
7162 Legal Fees - Association	4,000
7250 Bank Charges	300
7280 Insurance	20,961
7290 Bad Debt	20,000
7430 Taxes	15,502
7440 Personal Property Taxes (WQPC)	46,790
7550 Street Light Electricity	25,000
7880 Misc. Homeowner Admin. Fees	15,000
7890 Misc. General & Administrative	750
7910 Commission on Common Ownership	6,460
8301 Community Website	1,500
Sub-Total	397,761
Personnel	
7600 Contract - Maintenance Man	21,000
Sub-Total	21,000
Newsletter/Social	
7410 Newsletter	1,000
7500 Social & Recreation	500
Sub-Total	1,500

When setting up your e-check, credit card or other online payment, please keep in mind that payments received after 8:00 p.m. are credited to your account on the following business day. Be sure to schedule your payment accordingly so as not to pay late.

If you experience any difficulties in paying your assessments, please feel free to contact Nicole Swearingner of our Accounting Department at NSwearingner@TMGAI.com or 301-948-6666 x165.

Please also note the following few issues related to the neighborhood:

Updated Website – The community website at www.LongmeadCrossing.org has been updated and streamlined so that information is easier to find and the site is more interactive. Even if you were registered on the old site, you will need to sign up again for the new one. More information can be found on the attached flier.

Homeowner & Resident Contact Information - We would also appreciate your help with providing your contact information and that of your tenants by filling out and returning the enclosed form. This information will be used for several reasons, including:

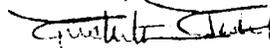
- Validating the owner and tenant roster so that your vote is correctly counted at the Annual Meeting
- To notify you of issues such as the status of snow removal, the schedule for paving projects, how to get new keys if your mailbox is replaced, etc.
- To confirm information needed to process your pool passes

Your information will never be sold or used for soliciting purposes, nor will it be given to anyone other than the Board of Directors or, in case of an emergency, a contractor hired by the Association.

Montgomery County Commission on Common Ownership Communities - Please take a moment to review the information included in the newsletter about the Montgomery County Commission on Common Ownership Communities. This information is being provided to you in accordance with Section 10-B of Montgomery County Code.

On behalf of the Board of Directors and the staff of The Management Group Associates, we wish you a safe and happy holiday season!

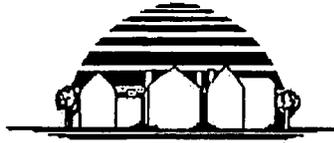
Sincerely,



Ruchita Patel, Agent for
Longmead Crossing

Enclosures
/rap
LM – III6, Ilo (orange)

cc: CFO, A/R, PM



The Management Group Associates, Inc.

A FULL SERVICE PROFESSIONAL PROPERTY MANAGEMENT COMPANY

November 22, 2017

Dear Homeowner:

I am writing on behalf of the Longmead Crossing Community Services Association to forward to you the approved 2018 operating budget. For 2018, there will be a change in the assessment amount, which will be as follows:

Longmead Crossing Condominium	\$23.35 per unit per month*
Wintergate at Longmead Condominium	\$23.35 per unit per month*
Cluster 8 homes	\$43.00 per unit per month
All other homes	\$65.40 per unit per month

* Included as part of the monthly condominium assessment. No separate payment to Longmead Crossing Community Services Association is necessary.

On or around December 15, 2017, you should receive a payment coupon booklet for your use in making your monthly assessment payments. If you do not receive this booklet by December 15, 2017, please feel free to contact Nicole Swearingner of our Accounting Department at NSwearingner@TMGAInc.com or by phone at 301-948-6666 x165. When paying by check, be sure to include your payment coupon or your 10-digit account number on your check to ensure that your payment is posted to your account.

If you prefer to pay your assessment electronically, you have several options to do so as follows:

- **Pay by direct debit** – If you currently pay by direct debit, you will not receive a coupon booklet for 2018. No action is needed on your part to ensure that your assessments continue to be debited from your bank account as usual. You do not need to submit a new direct debit application for the upcoming year, but be sure to adjust your records to reflect the new assessment amount.

If you would prefer to pay by direct debit but do not currently do so, please take a moment to complete and return the enclosed form. Direct debit is a **free** service by which your assessment is directly debited from your bank account on the 10th day of each month. You can avoid the inconvenience and expense of mailing your assessments in each month. You can also avoid the possibility that your payment will be received late.

- **Pay by e-check or credit card** – If you have already set up a recurring payment by e-check, **please note that you need to sign up for this payment method annually**. Please refer to the enclosed instruction sheet for directions on how to set up payments by e-check or credit card.

Paying by e-check is very similar to paying by direct debit, except that you choose the date on which the payment is made. This **free** service gives you the flexibility to pay your assessment when it is convenient for you and avoid the possibility of paying late.

- **Pay by online banking** – You can pay by online banking through your own bank by setting up Longmead Crossing as a vendor. Be sure to notify your bank that the payment address for online checks is **Longmead Crossing CSA c/o The Management Group Associates, PO Box 105007, Atlanta, GA 30348-5007** and include your coupon or 10-digit account number on your check to ensure that your payment is properly credited. Longmead Crossing accepts online bank checks at no additional cost to you.

Please note that TMGA may be deemed a debt collector. Any information obtained from communication with our office may be used for that purpose.

20440 Century Boulevard • Suite 100 • Germantown, Maryland 20874
(301) 948-6666 • 1-800-536-TMGA (8642) • FAX (301) 948-6663
E-Mail: tmgainc@tmgainc.com / www.tmgainc.com


community

Longmead Crossing Community Services Association

HOMEOWNER HANDBOOK



- 2018 Budget
- Assessment Collection Procedures
- Vehicle Rules
- Architectural Control Guidelines
- Property Maintenance Standards
- Policy Resolution Prohibiting Use of Dangerous or Offensive Vehicles
- Trash Collection Procedures
- Montgomery County Recycling Guidelines
- Montgomery County Animal Control Laws

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EXHIBIT "C"

Parcel lettered "A" in Block lettered "M" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 161 at Plat No. 18277, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "I" in Block lettered "M" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 167 at Plat No. 18796, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "R" in Block lettered "M" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 167 at Plat No. 18795, among the Land Records of Montgomery County, Maryland, AND ALSO

Parcel lettered "J" in Block lettered "M" in the subdivision known as "LONGHEAD" as per plat recorded in Plat Book 167 at Plat No. 18798, among the Land Records of Montgomery County, Maryland.

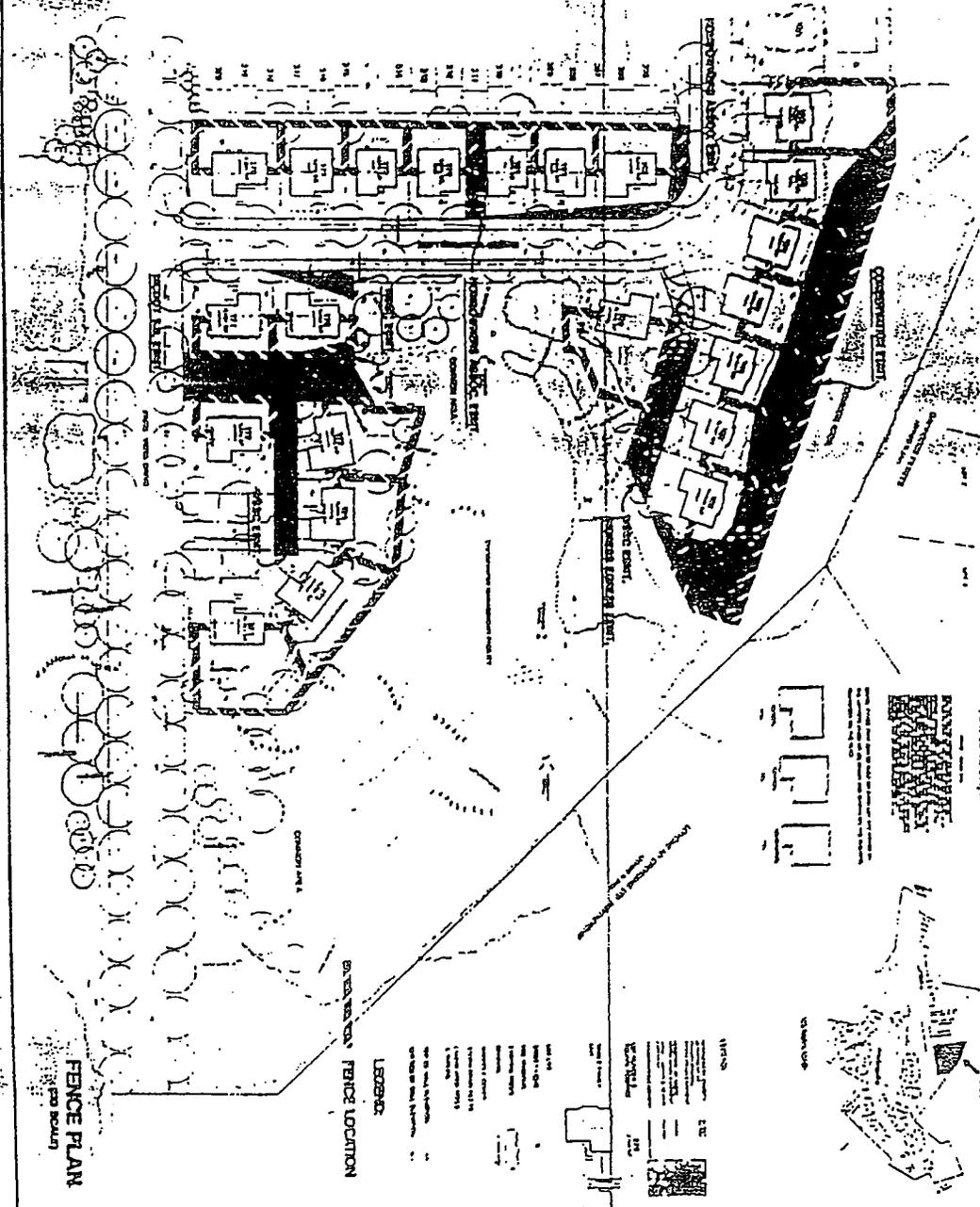
*Please note that this parcel (Parcel A) is also a part of the Park Vista Cluster

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EXHIBIT "B"
 (consisting of "B-1" and "B-2")

L78-601
 119101350

B-1



FENCE PLAN
 (SEE SHEET)

LEGEND

LONGMEAD CROSSING
 PROJECT A

Dowderry & Davis
 ARCHITECTS

11410 344

EXHIBIT "A"

Lots numbered One Hundred Seventy-six (176) through and including One Hundred Eighty-two (182) and Parcel lettered "A" in Block lettered "X" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 161 at Plat No. 18277, among the Land Records of Montgomery County, Maryland, AND

Lots numbered One Hundred Twenty-nine (129) through and including One Hundred Forty-six (146) and Lots numbered One Hundred Fifty (150) through and including One Hundred Sixty-one (161) and Parcel lettered "I" in Block lettered "X" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 167 at Plat No. 18796, among the Land Records of Montgomery County, Maryland, AND

Lots numbered One Hundred Twenty-two (122) through and including One Hundred Twenty-eight (128) and Lots numbered One Hundred Forty-seven (147) through and including One Hundred Forty-nine (149) and Parcel lettered "H" in Block lettered "X" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 167 at Plat No. 18795, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Sixty-two (162) through and including One Hundred Seventy-five (175) and Lot numbered Three Hundred Twenty-one (321) and Parcel lettered "J" in Block lettered "X" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 167 at Plat No. 18798, among the Land Records of Montgomery County, Maryland.

*Please note that Parcel A (H) Longmead is also a part of the Park Vista Cluster.

Parcel ID Nos.
 Lot 122 - 2988350
 123 361
 124 372
 125 383
 126 394
 127 406
 128 417
 129 463
 130 474
 131 485
 132 496
 133 508
 134 510
 135 521
 136 532
 137 543
 138 554
 139 565
 140 576
 141 587
 142 598
 143 601
 144 612
 145 623
 146 645
 147 428
 148 430
 149 441
 150 634
 151 656
 152 667
 153 678
 154 680
 155 691
 156 703
 157 714

Lot 158 - 2988725
 159 736
 160 747
 161 758
 162 782
 163 793
 164 805
 165 816
 166 827
 167 838
 168 840
 169 851
 170 862
 171 873
 172 884
 173 895
 174 907
 175 918
 176 2929065
 177 076
 178 087
 179 098
 180 101
 181 112
 182 123
 321 2988920

Parcel A #2929054
 Parcel H #2988452
 Parcel I #2988760
 Parcel J #2988771

Title Insurers: N/A

Return to: Fenton Title Company
 8485 Fenton Street
 Suite 300
 Silver Spring, MD 20910

181 FD
11910 348

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP

ATTEST:

H. Charles Barbot By: A. M. Natelli

H. Charles Barbot Anthony M. Natelli
General Partner

STATE OF MARYLAND

COUNTY OF MONTGOMERY

On this 25th day of May, 1993, before me, a Notary Public, appeared A. M. Natelli who acknowledged himself to be the person named as a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged the same to be the act and deed of Longmead Crossing Limited Partnership, and that he executed the same for the purposes contained therein.

Louise A. Kennedy
Notary Public

My Commission Expires: 9-13-97

STATE OF MARYLAND)

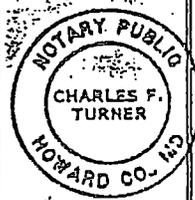
COUNTY OF MONTGOMERY)SS:

I HEREBY CERTIFY that on this 24th day of May, 1993, before me, the subscriber, a Notary Public in and for the State aforesaid and County of Howard, personally appeared CHARLES S. HOCKENSMITH, who acknowledged himself to be the person named as President, Potomac Operation, Maryland Division, and attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

Charles F. Turner
Notary Public

My commission expires: 9-11-97



THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Douglas J. Van Hook
Douglas J. Van Hook

LJG FOL
11/10/39

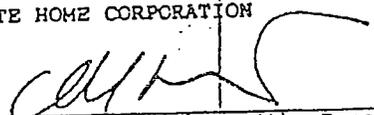
Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by Charles S. Hockensmith, its President, Potomac Operation, Maryland Division, and does hereby appoint the said Charles S. Hockensmith as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: 

Charles S. Hockensmith, President and
Attorney-in-Fact
Potomac Operation
Maryland Division

LTS: PDL
11910 346

omission, take any of the following actions without the prior written consent and approval of The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

Section 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary

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thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Park Vista Manor Cluster, or any mortgagee of any Lot which becomes subject to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action of law or exclusively by recovery of damages.

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

Section 5. Consent of The Maryland-National Capital Park and Planning Commission. Neither the members, the Board of Directors nor the Association shall, by act or

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Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Park Vista Manor Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Park Vista Manor Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Park Vista Manor Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Park Vista Manor Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forbearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so

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entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 9 of the Declaration, for the benefit of Park Vista Manor Cluster:

(See Exhibit C)

ARTICLE VII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Park Vista Manor Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

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Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as Flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP, PULTE HOME CORPORATION or a Builder are engaged in developing or improving any portion of the Properties, such persons or

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design; provided, however, the type of fencing must conform to the restrictions imposed by this Section and the location of any fence must conform in all respects to the "Fence Plan" attached hereto and incorporated herein by reference as Exhibit "B". Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. Except for fences constructed by the Developer, any fence constructed upon a Lot shall be of a split rail variety and shall not extend beyond the front building line of the dwelling on the Lot upon which any such fence is erected. The Architectural Review Board shall have the right to require alternative placements of fencing and shall have the right to allow other variety of fences in its sole discretion. If alternative fencing is required by law in connection with the use and operation of an inground swimming pool, then the same may be permitted provided: (1) the material used is approved by the Architectural Review Board; and (2) no other reasonable alternative exists (such as an automatic pool cover) to comply with the law. The Architectural Review Board shall have the right to require such pool fencing to be limited to the perimeter of the pool. Notwithstanding anything contained herein to the contrary, Chain link and other metal fencing is specifically prohibited, except that green vinyl coated wire mesh fencing may be used in conjunction with an approved split rail fence.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

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Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

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Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein:

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck (as defined in the Maryland Annotated Code, Transportation Article), trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unregistered motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living

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ARTICLE IV

PRIVATE STREETS AND PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any private streets and parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include, but are not limited to, assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

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day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

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such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed \$75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be eight hundred thirty five and no/100 Dollars (\$ 835), per Living Unit.

Section 4. Change in Maximum. From and after the first

Association, Inc., hereinafter referred to as the
"Association", and shall be known as Park Vists Manor
Cluster:

(See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforescribed real
property is, and shall be held, transferred, sold, conveyed
and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any
part of the Properties described in the Development Plan, or
land which is contiguous thereto, may be added to this
Cluster by the Developer, without the consent of the Owners,
within five (5) years of the date of this instrument, by the
filing of record of a Supplementary Declaration with respect
to such land which designates it as part of the Cluster and
by filing with the Association the plat and plans for such
addition. For this purpose, contiguous shall mean adjacent
to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used
exclusively for the purpose of providing services which are
necessary or desirable for the health, safety, and welfare
of the Members within the Cluster. Such services may inclu-
de: maintenance and operation of any Cluster Common Area as
described and designated in the Governing Documents,
including maintenance of streets or roads constructed on the
Cluster Common Area, providing services to the Living Units,

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FILED
BETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO. MD

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SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS
(PARK VISTA MANOR CLUSTER)

THIS SUPPLEMENTARY DECLARATION is made this 25th day of May, 1993, by LONGMEAD CROSSING LIMITED PARTNERSHIP, a Maryland limited partnership, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively called "Developer".

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all the Properties described herein, together with such additional properties may hereafter be made thereto as provided in Article I shall be held, transferred, sold, conveyed and occupied

subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Park Vista Manor Cluster shall be part of the Homecrest Neighborhood Service District.

ARTICLE I
CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

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MISC 996
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MISC 998
MISC 999
MISC 1000

19, 1993
66.
2.



LTB FOL
11044.025

- 9) North 42° 24' 03" East, 30.61 feet to again intersect the common line of division between said 0.65973 acre tract of land and the said 0.63711 acre tract of land; thence continuing along the same bearing with the fourth line of said 0.63711 acre tract of land
- 10) North 42° 24' 03 East, 193.87 feet; thence running with the fifth through the eighth lines of said 0.63711 acre tract of land the following four (4) courses and distances:
 - 11) North 47° 35' 57" West, 182.75 feet; thence
 - 12) North 42° 24' 03" East, 21.00 feet; thence
 - 13) North 54° 46' 48" East, 36.86 feet; thence
 - 14) North 42° 24' 03" East, 33.00 feet to the point of beginning containing 47797 square feet or 1.09726 acres of land subject to conditions of record.

desc\wint1-13.sw

LIB FOL
T1044.024

- 1) South 47° 35' 57" East, 234.99 feet; thence departing said line and crossing said Parcel E with the second line of said 0.63711 acre tract
- 2) South 35° 52' 45" West, 68.96 feet to intersect the common line of division between said 0.63711 acre tract of land and the said 0.65973 acre tract of land; thence continuing along the same bearing with the second line of said 0.65973 acre tract of land across said Parcel E
- 3) South 35° 42' 45" West, 21.63 feet; thence running with the third and part of the fourth course of said 0.65973 acre tract of land the following two (2) courses and distances:
 - 4) South 47° 35' 57" East, 83.57 feet; thence
 - 5) South 42° 24' 03" West, 107.00 feet; thence with the common division lines between proposed Phases 23 and 24 of Wintergate at Longmead Condominium as shown on the "sketch plan" recorded with the said deed for said 0.65973 acre tract of land the following two (2) courses and distances:
 - 6) North 47° 35' 57" West, 74.00 feet; thence
 - 7) South 42° 24' 03" West, 117.48 feet to intersect the fifth line of said 0.65973 acre tract of land; thence with the remainder of said line
 - 8) North 47° 35' 57" West, 80.00 feet; thence with the sixth line of said 0.65973 acre tract of land

LTR FOL
11044.023

 **Dewberry & Davis**

Architects
Engineers
Planners
Surveyors

801 West Diamond Avenue
Gaithersburg, MD 20878
301 908 6300
Fax: 301 278 7607

EXHIBIT A
JANUARY 13, 1993
DESCRIPTION OF
PHASE 23
WINTERGATE AT LONGHEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the 0.65973 acre tract of land conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated December 30, 1992 and recorded January 4, 1993 among the Land Records of Montgomery County, Maryland, and also being all of the 0.63711 acre tract of land (formerly part of the Montgomery County, Maryland property) conveyed from Longmead Crossing Limited Partnership to Pulte Home Corporation by deed also dated December 30, 1992 and recorded January 4, 1993 among said Land Records, the same being parts of Parcel E, Block B - Longmead as shown on a Subdivision Record Plat recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying on the "S 47° 35' 57" E 880.14 feet" line of said Parcel E as shown on said Plat, said point distant 114.14 feet in a southeasterly direction from the northwesterly end thereof; thence running with part of said line, being the first line of said 0.63711 acre tract of land

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut
Massachusetts
Pennsylvania

LIR FOL
11044.022

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 22nd day of January, 1993, before me,
a Notary Public, appeared A.M. Natelli,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Louis A. Pettey
Notary Public



My Commission Expires:

9-13-93

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

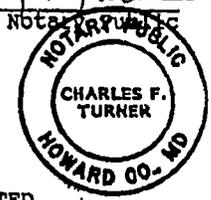
Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

L18 FOL
T1044.021

CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner



My Commission Expires:
9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 22 day of January, 199 , caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:
Carol Malone

By: Anthony M. Hatteli
General Partner
ANTHONY M. HATELLI

LIE FOL
11044.019

MPROP/DOC/PL-93
DOCLG1-4
01/15/93:cmh

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Twenty-three)

THIS DECLARATION, made this 22 day of JANUARY,
1993, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan and
LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property by
Declaration recorded December 28, 1983 in Liber 6270 at
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

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FILED
BETTIE A. SKELTON
CLERK AS OFFICE
MONTGOMERY COUNTY

22-2-93

28.00
4.00
1.00
2.00
1.00
RATES
481.00
PARCEL IN
SURCHARGE
POSTAGE

LIB. FILE
11006.189

- 3) North 42°24'03" East, 115.00 feet to intersect the second (2nd) or "South 47°35'57" East, 85.41 feet" line as described in said deed of conveyance; thence running with part of said line to its southeasterly end
- 4) South 47°35'57" East, 25.50 feet; thence running with the third (3rd) through the sixth (6th) lines of said deed of conveyance the following four courses and distances
- 5) South 42°24'03" West, 58.00 feet; thence
- 6) South 17°58'44" East, 71.32 feet; thence
- 7) South 42°24'03" West, 141.25 feet; thence
- 8) North 47°35'57" West, 157.50 feet to the point of beginning containing 24195 square feet or 0.55544 of an acre of land subject to conditions of record.

descwint.22

LIB. FILE
11006.188

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

801 West Diamond Avenue
Gaithersburg, MD 20878
301 918 8300
Fax: 301 258 7607

EXHIBIT A
NOVEMBER 10, 1992
DESCRIPTION OF
PHASE 22
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded October 13, 1992 among the Land Records of Montgomery County, Maryland in Liber 10729 at Folio 343, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing South 25°30'01" East, 61.16 feet from the northeasterly end of the "N 59°42'32" E 82.81 feet" line of said Parcel E as shown on the above-mentioned Plat, said point also lying at the southwesterly end of the seventh (7th) or "North 42°24'03" East, 202.54 feet" line as described in the above-mentioned deed of conveyance; thence running with part of said line

- 1) North 42°24'03" East, 119.50 feet; thence departing said line and running across said Parcel E with the boundary lines of Phase 21 of Wintergate at Longmead Condominium the following two (2) courses and distances:
- 2) South 47°35'57" East, 70.00 feet; thence

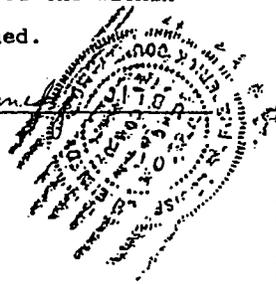
Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut
Massachusetts
Delaware

LIB. FILE
11066.13

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 21st day of December, 1992, before me,
a Notary Public, appeared W.C. Colvane,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Joseph A. Kennedy
Notary Public



My Commission Expires:

9-13-93

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

[Signature]
Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A
Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Glady Marie Orendorf
Notary Public

My Commission Expires:
GLADYS MARIE ORENDORF
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 6, 1996

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 2nd day of December, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED
PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP
General Partner

ATTEST:

N. Charles Sacht

By: *[Signature]*

General Partner
William [Signature]

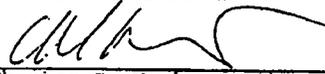
occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 7th day of December, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By 
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 7th day of December, 1992, before me, a Notary Public, personally appeared

11006-184
RPROP/DOC/PL92
DOCLG1-4
11/09/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Twenty-two)

THIS DECLARATION, made this 7th day of January,
1992, by PULTE HOME CORPORATION, a corporation organized and
existing under the laws of the State of Michigan and
LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited
Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property
described herein and desires to create thereon a residential
community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain cove-
nants and conditions upon certain other real property, by
Declaration recorded December 28, 1983 in Liber 6280
folio 725 and by numerous Supplementary Declarations
heretofore recorded among the Land Records of Montgomery
County, Maryland; and

RESE I 24.00
INDEXES 3.00
320.00
PARCEL ID 1.00
SUNDRIES 2.00
POSTAGE .50

WHEREAS, Declarant deems it desirable to extend the
scheme of covenants and restrictions set forth in the
Declaration aforesaid unto additional of its properties, in
accordance with Article II, Section 2 of the Declaration
aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration
aforesaid are hereby imposed upon the real property
hereinafter described and Declarant hereby declares that
said real property is and shall be held, conveyed,
hypothecated, or encumbered, sold, leased, rented, used,

93 JAN 11 A 9:21.5

FILED
BETTIE A. SKELTON
CLERK'S OFFICE
MONTGOMERY COUNTY MD

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- 1) North 42°24'03" East, 83.04 feet to intersect the common line of division between said former Montgomery County, Maryland property conveyed by Liber 10707, Folio 210, and the said property conveyed by Liber 10729, Folio 343; thence continuing along the same bearing across said former Montgomery County, Maryland property
- 2) North 42°24'03" East, 31.96 feet; thence again crossing said former Montgomery County, Maryland property
- 3) South 47°35'57" East, 10.09 feet to again intersect said common line of division; thence continuing along the same bearing and with part of the second (2nd) or "South 47°35'57" East, 85.41 feet" line of said conveyance recorded in Liber 10729 at Folio 343
- 4) South 47°35'57" East, 59.91 feet; thence departing said line and crossing said property conveyed by Liber 10729, Folio 343 with the boundary lines of proposed Phase 22 of Wintergate at Longmead Condominium, the following two (2) courses and distances:
 - 5) South 42°24'03" West, 115.00 feet; thence
 - 6) North 47°35'57" West, 70.00 feet to the point of beginning containing 8050 square feet or 0.18480 of an acre of land subject to conditions of record.

descwin.21

 Dewberry & Davis

LIB. FILE
10907-27

 Dewberry & Davis

EXHIBIT A
NOVEMBER 10, 1992
DESCRIPTION OF
PHASE 21
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded October 13, 1992 in Liber 10729 at Folio 343 among the Land Records of Montgomery County, Maryland, and also being a portion of the (former Montgomery County, MD) property conveyed from Longmead Crossing Limited Partnership to Pulte Home Corporation by deed dated October 2, 1992 and recorded among said Land Records in Liber 10707 at Folio 210, the same being parts of Parcel E, Block B - Longmead as shown on a Subdivision Record Plat recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

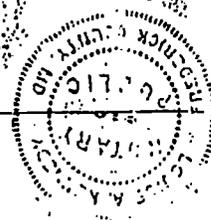
Beginning at a point bearing North 72°49'28" East, 111.90 feet from the northeasterly end of the "N 59°42'32" E 82.81 feet" line of said Parcel E as shown on the above-mentioned Plat, said point also lying on the seventh (7th) or "North 42°24'03" East, 202.54 feet" line, as described in the above-mentioned deed of conveyance recorded in Liber 10729 at Folio 343, 119.50 feet in a northeasterly direction from the southwesterly end thereof; thence running with the remainder of said line

Virginia
Maryland
North Carolina
Florida
New York
New Jersey

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 31 day of June, 1992, before me,
a Notary Public, appeared _____,
who acknowledged himself to be a General Partner of Potomac
Investment Associates Limited Partnership, which partnership
is a general partner of Longmead Crossing Limited
Partnership and acknowledged that he executed the within
instrument for the purposes therein contained.

Louis S. Pettey
Notary Public



My Commission Expires:

I HEREBY CERTIFY that the within Supplementary
Declaration was prepared by the undersigned, a member of
good standing of the Bar of the Court of Appeals of
Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A
Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.



Gregory D. ...
Notary Public

My Commission Expires:
January 6, 1993

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this _____ day of _____, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

N. Crank... By: [Signature]
General Partner

(6)

10967 - 270

RP 30P/DOC/PL92
DOCLG1-4
11/05/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Twenty-one)

THIS DECLARATION, made this ____ day of _____, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,