

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by DENNIS ROURKE CORPORATION, a Maryland corporation, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Montgomery County, State of Maryland, which is more particularly described in Schedule "A" attached hereto and incorporated by reference herein.

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

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DEFINITIONS

Section 1. "Association" shall mean and refer to the Flint Ledge Estates Community Association, and its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Townhouse Lot" shall mean those lots on which townhouses shall be erected which are described in Schedule B attached hereto and made a part hereof by reference. It is anticipated that said townhouse lots will not yet be created by recordation of a plat of subdivision as of the date of recordation of this instrument but that a plat of subdivision will be recorded for each of Parcels I through M, Plat One, "Flint Ledge Estates" upon completion of erection of a townhouse building located on each respective parcel.

Section 5. "Single Family Lot" shall mean those lots on which detached single family dwellings shall be erected and which are described on Schedule C attached hereto and made a part hereof by reference.

Section 6. "Common Area A" shall mean and refer to all that land owned by the Association and described in Schedule D attached hereto and made a part hereof by reference. Common Area A shall be held for the common use

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and enjoyment of all of the owners of single-family lots and shall be operated and maintained by the Association for the use and benefit of the owners of single-family lots.

Section 7. "Common Area B" shall mean and refer to all that land owned by the Association and described in Schedule E attached hereto and made a part hereof by reference. Common Area B shall be held for the common use and enjoyment of the owners of the townhouse lots and shall be operated and maintained by the Association for the use and benefit of the owners of townhouse lots.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 9. "Declarant" shall mean and refer to Dennis Rourke Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

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

(a) the right of the Association to adopt reasonable rules and regulations regarding the conduct and usage of any facility by any member or guest of a member.

(b) the right of the Association to suspend the voting rights and right to use of any facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded, and until such transfer or dedication has been approved, in writing, by the City of Rockville Planning Commission. The request for dedication or transfer shall be submitted in writing to the said City of Rockville Planning Commission and the said Commission shall render in writing its approval or disapproval within ninety (90) days after the submission of such request to the said Commission. Failure on the part of the Commission to reply within the said ninety (90) day period shall be deemed to be approval by said Commission.

Section 2. Townhouse Lot Owners' Easement of Enjoyment.

(a) Every owner of a townhouse lot shall have a right and easement of enjoyment in and to Common Area B which shall be appurtenant to and shall pass with the title to every townhouse lot subject to the hereinbefore mentioned provisions of Article II, Section 1a, b and c.

(b) Every owner of a townhouse lot shall have a right and easement to the use of Common Area B for the purposes of pedestrian and vehicular ingress and egress, and parking of automobiles.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Parking Rights. Every owner of a Townhouse Lot shall be entitled to not more than two automobile parking spaces which shall be as near and convenient to said Lot as reasonably possible, together with the rights of ingress and egress in and upon said Common Area B. The Association shall permanently assign at least one automobile parking space for each Lot.

Section 5. The Declarant hereby covenants, for itself, its successors or assigns, that it will convey fee simple title to the Common Areas to the Association, free and clear of all encumbrances, and liens, but subject to easements, covenants, and conditions contained herein or recorded prior hereto.

ARTICLE III

RIGHTS OF DEVELOPMENT

All development of the Common Areas hereinbefore described shall be in substantial conformance with the uses noted on those plans of development previously filed by the Declarant with the City of Rockville Planning Commission in conjunction with its Detailed Planning Application PRU-16A-82, as the same has been approved by the said Planning Commission. All rights of development for uses other than the aforesaid are hereby conveyed to the said City of Rockville in accordance with the Zoning Regulations of the City of Rockville.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Classes. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and said owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B.

(a) The Class B member(s) shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. If the Declarant is more than one person, each person shall be a member but they may not cast more than three votes for each Lot jointly owned.

(b) The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (2) on December 31, 1987.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Areas.

Section 3. Basis of Assessments.

(a) For general and special assessment purposes, there shall be two (2) classes of lots:

- (1) Class I lots shall be all the lots except those lots defined hereafter as Class II lots. Class I lots shall be assessed at 100% of the general or special assessment rate.
- (2) Class II lots shall be those lots owned by Declarant on which a dwelling unit has not been completed and occupied and for which it holds a Class B membership. Class II lots shall be assessed as 25% of the general or special assessment rate. In consideration of Declarant's exemption from a full assessment, Declarant hereby covenants and agrees to maintain (exclusive of real estate taxes and insurance premiums) the Common Areas without cost to the Association for one (1) year from the date of conveyance of the first lot to an owner, or until the Declarant has conveyed seventy-five percent (75%) of said lots to owners, whichever occurs first.

Section 4. Maximum Annual Assessments.

(a) Maximum annual assessments, subject to the provisions of Section 3 of this Article V, shall be as follows:

- (1) Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment rate shall be:
  - (aa) For single-family lots: \$120.00.
  - (bb) For townhouse lots: \$240.00
- (2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased by the Board of Directors of the Association without a vote of the membership by an amount equal to five percent (5%) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.
- (3) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose.

(4) The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum.

(b) The annual assessment for each type of dwelling unit (single-family; townhouse) may differ because of the different facilities located on the Common Areas associated with each dwelling unit type.

Section 4. The Association may levy, subject to the provisions hereinafter stated, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto, provided that any such assessment, including the due date of payments on account of such assessment, shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose; provided, however, that only townhouse lots shall be assessed for capital improvements on Common Area B and only single-family lots shall be assessed for capital improvements on Common Area A.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessments. Except as otherwise provided in Section 3 of this Article V, both annual and special assessments must be fixed at a uniform rate for each type of lot (i.e., single family or townhouse) and may be collected in advance on a monthly or less frequent basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. In the event of the failure of the Board of Directors to fix the annual assessment for the next ensuing

assessment period, the said annual assessment shall be the same as that for the previous annual assessment period.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In the event that any legal action is undertaken to collect an unpaid assessment, the Owner shall also be responsible for all reasonable attorneys' fees and the costs of such action. No owner may avoid liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages: The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. The lien of the assessment provided for herein shall also be subordinate to the lien of a second mortgage securing B. F. Saul Mortgage Company in the principal sum of \$417,600.00. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or a proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated or deeded to, and accepted by, a local public authority, and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Maryland, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VI

#### ARCHITECTURAL CONTROL

No building, fence, wall or other structure, or exterior painting, shall be commenced, erected or maintained, upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In the event that such improvement, change or alteration is not removed or corrected as ordered, the Association retains an easement to go upon a Lot and remove or correct the unapproved improvement, change or alteration pursuant to the provisions set forth in Article VIII and the cost of such work may be assessed

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to the Owner as provided therein. Notwithstanding any provisions of this Declaration to the contrary, the provisions of this Article VI shall not be applicable to the Declarant or any part of the property owned by the Declarant during initial construction but shall be applicable to Declarant's successors and/or assigns.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes 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 thereof.

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

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

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any other Owner to contribution from any Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties thereto shall submit the dispute to arbitration, and each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon, including lawns and landscaping, in a manner satisfactory to the Board of Directors, the Association [if, after twenty (20) days notice to the Lot or Lots involved



setting forth the action intended to be taken and corrective action has not been taken by the Owner], and after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which said Lot is subject.

ARTICLE IX

PROTECTIVE COVENANTS AND RESTRICTIONS

Except for the activities of the Declarant, its agents, employees and subcontractors during the initial development of the subject property and construction of dwelling units thereon, the following protective covenants and restrictions shall apply:

Section 1. No lot shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office during the construction and sales period.

Section 2. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree of a diameter of more than four inches measured two feet above ground level, lying without the approved building driveway and parking areas, shall be removed without the approval of the Architectural Control Committee.

Section 3. No noxious or offensive activity shall be carried on upon any portion of the properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel of the properties.

Section 4. The Declarant shall have the right to grant easements for utility purposes over the common areas until such time as the Common Areas are conveyed unto the Association, after which said conveyance, the right to grant easements for utility purposes over the Common Area shall be reserved unto the Association. Easements for utility purposes within the boundaries of residential lots shall be established by the recorded plat on which the same are shown. If a residential lot has been conveyed to an individual owner, only that owner, his heirs or assigns, shall have the right to grant utility easements within the boundary of said lot.

Section 5. No fence or wall of any kind shall be erected, begun, or permitted to remain upon any portion of the Properties unless approved by the Architectural Control Committee.

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Section 6. No sign of any kind larger than one-foot square shall be displayed to the public view of any Lot, except temporary signs of not more than four square feet advertising the said Lot for sale or rent and except for temporary signs erected by the Declarant in connection with the construction, lease or sale of buildings and lots or other parcels of the Properties.

Section 7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other household pets may be kept, provided that they are not raised, bred or kept for any commercial purpose.

Section 8. The Association shall have the right (pursuant to the provisions of Article VIII) to trim or prune, at the expense of the Owner, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property, or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for any vacant or unimproved lot, and to remove grass, weeds and rubbish therefrom and do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such Lot in neat and good order, and at the cost and expense of the Owner as provided in Article VIII.

Section 9. No exterior antenna for the transmission or reception of radio or television signals shall be erected or permitted on any building or Lot or other parcel of the Properties without the prior approval of the Architectural Control Committee.

Section 10. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No material or refuse or any container for the same shall be placed or stored in the front of any house, or on the patio or stoop at any time, except in enclosed rear yard, unless required by the collection agency. All trash and garbage shall be placed in covered trash cans in the trash area provided. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this paragraph and to enter onto any Lot for this purpose.

Section 11. No commercial truck, commercial bus, or other commercial vehicle of any kind, or any boat, boat trailer or recreational vehicle of any kind shall be permitted to be kept upon any portion of the Properties.

Section 12. No portion of the Properties shall be used for the repair of automobiles, nor shall any vehicles other than a private automobile be parked in any of the parking spaces maintained by the Association. After ten (10) days' written notice to the Owner of any vehicle parked

in violation of this covenant, the Association may remove such vehicle at the expense of the Owner thereof.

Section 13. No baby carriages, bicycles, or other articles of personal property shall be deposited, allowed or permitted to remain on any Lot, except in an enclosed rear area. The Association may impound all such articles and make a charge for their return.

ARTICLE X

Section 1. Temporary Easements for Repair and Maintenance. The Declarant hereby grants to members of the Association in good standing and their agents and employees an easement upon and across any Lot adjacent to a Lot owned by said member for the purpose of temporary support of ladders during cleaning, painting, and maintenance operations on said member's lot, and an easement over and across all walkways and sidewalks not dedicated to public use.

ARTICLE XI

Section 1. Notice to Board of Directors. An Owner who mortgages his lot shall, in writing, notify the Board of Directors of the name and address of mortgagee, and in the event that his mortgage is transferred to another holder, the said lot owner shall notify, in writing, the Board of Directors of the name and address of the new holder of his mortgage. This information shall be maintained by the Board of Directors in a book entitled "Mortgages of Lots."

Section 2. Notice of Unpaid Common Charges or Other Default. The Board of Directors, whenever so requested in writing by a first mortgagee of a Lot shall promptly report any then unpaid common expenses due from, or any other default by, the owner of the mortgaged Lot, which is not cured within sixty (60) days.

Section 3. Notice of Default. The Board of Directors, when giving notice to a Lot Owner of a default in paying common expenses or other default, shall send a copy of such notice to each first mortgagee with respect to such Lot.

Section 4. Examination of Records. Each Lot Owner and each first mortgagee of a Lot shall have the right to examine the books and records of the Association, during normal business hours.

ARTICLE XII

RIGHTS OF MORTGAGEES

Section 1. Payment of Taxes and Insurance Premiums. There is hereby reserved unto all first mortgagees of any Lots, whether acting jointly or singly, the right to pay real estate taxes or other charges which are in default and which may or have become a lien against any of the Common Area owned by the Association and to pay any premiums in arrears on hazard insurance policies or to secure new hazard

insurance coverage in the event of a lapse of a policy covering such Common Area and it is covenanted and agreed that the said mortgagees making the payments as aforesaid shall be entitled to reimbursement for monies so spent, said reimbursement to be made by the said Association.

Section 2. Payment of Assessments. Any first mortgagee or beneficiary under a Deed of Trust who comes into possession of a Lot pursuant to the remedies provided for in the said first mortgage or first deed of trust, foreclosure of the said mortgage or deed of trust, or deed, or assignment in lieu of foreclosure, shall take title to the Lot free of any claims for unpaid assessments or charges against the Lot on which said first mortgage or first deed of trust was secured which accrue prior to the time that the holder of the first mortgagor or beneficiary under the said first deed of trust comes into possession of the Lot (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all lots including the mortgaged Lot).

Section 3. Attendance at Meetings. Any institutional mortgagees of any Lot who desire notice of the annual and special meetings of Association and the Board of Directors shall notify the Secretary to that effect by Certified 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 meetings 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 to each annual or special meeting, as aforesaid, to each such institutional mortgagee, in the same manner and subject to the same requirements and limitations as are provided for with respect to notice of such meetings to the Lot Owners or the Board of Directors, as the case may be. Any such institutional mortgagee shall be entitled to designate a representative to attend any such annual or special meeting and such representative may participate in the discussion at any such meeting and may, upon his request made to the chairman of the meeting in advance of the meeting, address the Lot Owners or the Board of Directors, as the case may be, present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to a copy of the minutes of all meetings of the Association and the Board of Directors upon request made in writing to the Secretary.

#### ARTICLE XIII

##### GENERAL PROVISIONS

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

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herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment and Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any such instrument shall become effective upon recordation.

Section 4. FHA-VA Approvals. Provided that there are then Class B 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 or approval of the Federal Housing Administration and the Veterans Administration, as the circumstances may require:

- (a) make any annexation or additions; or
- (b) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas; 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 by the members of the Association shall not be considered a transfer within the meaning of this Section; or
- (c) abandon or terminate this Declaration; or
- (d) modify or amend any provision of this Declaration, the Bylaws or the Articles of Incorporation of the Association; or
- (e) 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 in any other entity.

Section 5. Consents by Lenders. Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association 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 all of the holders of the first mortgages of record on the Lots:

(a) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities directly or indirectly owned by the Association; 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; and further provided that a sale, transfer or conveyance of the Common Areas or community facilities directly or indirectly owned by the Association to the City of Rockville shall also be exempt from the provisions of this section; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any substantive provision of this Declaration, or of the Bylaws or of the Articles of Incorporation 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 against an Owner or his Lot as provided in this Declaration; or

(f) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings or structures on the Lots, the exterior maintenance of buildings or structures on the Lots, the maintenance of the Common Area party walks or common fences and driveways, or the upkeep of lawns and plantings with the Property.

(g) fail to maintain fire and extended coverage on insurable Association Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

(h) use hazard insurance proceeds for losses to any Association Common Area property for other than the repair, replacement or reconstruction of such Common Area property.

Section 6. Additional Rights of Mortgagees - Notice.  
The Association shall promptly notify the holder of the first mortgage on any lot for which any assessment levied pursuant to the Declaration or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the first mortgage on any lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding. If the Association undertakes "self-management," it shall promptly give written notice of such occurrence to all of the holders of first mortgages of record on the Lots.

Any first mortgage of any Lot may pay any taxes, utility charges or other charge levied against the Common Areas and community facilities which are in default and which may or have become a charge or lien against any of the Common Areas and community facilities and any such first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the Common Areas and community facilities. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 7. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas, 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 this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member 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.

Section 8. Condemnation or Eminent Domain. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any 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 this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member 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 or settlement relating to a taking of any of the Common Areas.

Section 9. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Where the context so requires, the male shall include all genders and the singular shall include the plural.

Section 10. Rights of the City of Rockville, Maryland. Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association 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 of the Mayor and Council of the City of Rockville, Maryland, or their designee, which consent shall not be unreasonably withheld or delayed:

- (a) make any annexation or additions; or
- (b) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities directly or indirectly owned by the Association; 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; and further provided that a sale, transfer or conveyance of any of the Common Areas or community facilities directly or indirectly owned by the Association to the City of Rockville shall also be exempt from the provisions of this Section; or
- (c) abandon or terminate this Declaration; or
- (d) modify or amend any substantive provision of this Declaration, or of the Bylaws or of the Articles of Incorporation of the Association; or
- (e) 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
- (f) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in this Declaration; or
- (g) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings or structures on the Lots, the exterior maintenance of buildings or structures on the Lots, the maintenance of the Common Area party walks or common fences and driveways, or the upkeep of lawns and plantings with the Property.
- (h) fail to maintain fire and extended coverage on insurable Association Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or
- (i) use hazard insurance proceeds for losses to any Association Common Area property for other than the repair, replacement or reconstruction of such Common Area property.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representative of Declarant herein, has



executed this instrument this 28<sup>th</sup> day of July, 1983.

ATTESTED:

DENNIS ROURKE CORPORATION

Christy C. Rourke  
CHRISTY E. ROURKE

By: Dennis Rourke  
Dennis Rourke, President

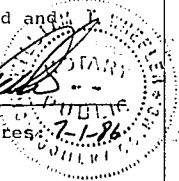


STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 28<sup>th</sup> day of July, 1983, before the subscriber, personally appeared DENNIS ROURKE, who acknowledged himself to be the President of Dennis Rourke Corporation, a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as the President.

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

W. T. Wheeler  
Notary Public  
My Commission expires: 7-1-86  
W. T. Wheeler



THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of MILLER, MILLER & CANBY, CHARTERED, Attorneys at Law, duly admitted to practice before the Court of Appeals of Maryland.

MILLER, MILLER & CANBY,  
CHARTERED

By: Joel S. Kline  
JOEL S. KLINE

LAW OFFICES  
MILLER, MILLER & CANBY  
CHARTERED  
200-B MONROE STREET  
ROCKVILLE, MARYLAND  
301-762-2212

SCHEDULE A

All of those parcels of land located in the City of Rockville, Fourth Election District, Montgomery County, Maryland, described as follows:

1. All that land shown on a plat of subdivision known as "PLAT ONE, FLINT LEDGE ESTATES," as per plat recorded among the Land Records of Montgomery County, Maryland, in Plat Book 123 at Plat 14391, except Parcel A-1 which is to be deeded to the Mayor and Council of the City of Rockville, Maryland and streets dedicated to public use by said plat of subdivision.

2. All that land shown on a plat of subdivision known as "PLAT TWO, FLINT LEDGE ESTATES," as per plat recorded among the Land Records of Montgomery County, Maryland, in Plat Book 123 at Plat 14392, except streets dedicated to public use by said plat of subdivision.

3. All that land shown on a plat of subdivision known as "PLAT THREE, FLINT LEDGE ESTATES," as per plat recorded among the Land Records of Montgomery County, Maryland, in Plat Book 123 at Plat 14393, except Parcel A-2 which is to be deeded to the Mayor and Council of the City of Rockville, Maryland, and streets dedicated to public use by said plat of subdivision.

SCHEDULE B

Parcel I to include Lots 1 through 8, inclusive; Parcel J, Lots 9 through 12, inclusive; Parcel K, Lots 13 through 20, inclusive; Parcel L, Lots 21 through 26, inclusive; Parcel M, Lots 29 through 32, inclusive; all shown on a plat of subdivision titled "Plat One, FLINT LEDGE ESTATES," as per plat recorded among the Land Records of Montgomery County, Maryland in Liber 123 at Folio 1439. Said numbered townhouse lots are to be created by subsequent subdivision of said parcels.

LAW OFFICES  
MILLER, MILLER & CANBY  
CHARTERED  
200-D MONROE STREET  
ROCKVILLE, MARYLAND  
301-762-5212

SCHEDULE C

Lots 1 through 8, inclusive, and Lots 29 through 32, inclusive, as shown on a plat of subdivision known as "PLAT TWO, FLINT LEDGE ESTATES," as per plat recorded among the Land Records of Montgomery County, Maryland, in Plat Book 123 at Plat 14392.

Lots 9 through 28, inclusive, as shown on a plat of subdivision known as "PLAT THREE, FLINT LEDGE ESTATES," as per plat recorded among the Land Records of Montgomery County, Maryland in Plat Book 123 at Plat 14393.

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ROCKVILLE, MARYLAND  
301-762-9212

LIBER 6148 FOLIO 762

SCHEDULE D

Parcels E, F and G as per plats of subdivision titled "Plat Two, FLINT LEDGE ESTATES" and "Plat Three, FLINT LEDGE ESTATES" recorded among the Land Records of Montgomery County, Maryland in Liber 123 at Folio 14392 and in Liber 123 at Folio 14393 respectively.

LAW OFFICES  
MILLER, MILLER & CANBY  
CHARTERED  
200-B MONROE STREET  
ROCKVILLE, MARYLAND  
301-762-5212

PER 6148 FOLIO 763

SCHEDULE E

Parcels B, C and D as per plat of subdivision titled "Plat One, FLINT LEDGE ESTATES" recorded among the Land Records of Montgomery County, Maryland in Liber 123 at Folio 14391.

LAW OFFICES  
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ROCKVILLE, MARYLAND  
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